160 US 624

160-624

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1894.

TERM NO., ~~19~~ 17

E. NALLE & CO., APPELLANTS,

vs.

WADE R. YOUNG AND MRS. B. F. YOUNG.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF LOUISIANA.

FILED APRIL 3, 1891.

(14,564.)

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WADE R. YOUNG AND MRS. B. F. YOUNG.

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1 To the Hon. Wade H. Hough, judge of the ninth district court of Louisiana, holding sessions in and for the parish of Tensas:

The petition of Edward Nalle & Co., a commercial firm domiciliated and doing business in the city of New Orleans, Louisiana, composed of Edward Nalle and Walter C. Flower, residents of said city of New Orleans, with due respect show that Wade R. Young, a resident of the State of Mississippi, is justly indebted unto your petitioner in the full sum of one thousand six hundred and thirty-two $\frac{61}{100}$ dollars, with eight per cent. interest per annum thereon from December 1st, 1882, until paid, and is further indebted unto your petitioners in the sum of five per cent. on the said amount of one thousand six hundred and thirty-two $\frac{61}{100}$ dollars, with interest as aforesaid, as attorneys' fees for the institution and prosecution of this suit; for this, that on the 2sd day of June, 1882, said Wade R. Young executed in favor of himself and himself endorsed a certain promissory note, dated at Vidalia, Louisiana, for the sum of one thousand six hundred and thirty-two $\frac{61}{100}$ dollars, due
2 and payable on the 1st day of December, 1882, at the office of petitioners, with interest, at the rate of eight per cent. per annum, thereon after maturity until paid, as appears by the said note, which is hereto annexed and made part hereof and of which petitioners are the *bona fide* holders and owners.

Further show that in order to secure the prompt and punctual payment of said note at maturity, together with five per cent., as attorneys' fees, on the amount sued for, in case it should become necessary to sue for the payment of this note, and all costs thereof, the said Wade R. Young specially mortgaged and hypothecated in favor of the lawful holder of said notes the following-described property in your said parish of Tensas, Louisiana, to wit, all the interest of said Wade R. Young in and to a certain tract of land or cotton plantation lying and being situated in the parish of Tensas, in this State, on the Lake St. Peter, known as the St. Peter plantation, consisting of the west half of section thirty and the west three-eights ($\frac{3}{8}$) of section thirty-one, in township eleven north, range eleven east; the east half of section thirty-six, in township above (township eleven north), range ten east; the northeast quarter
3 of section one, in township ten north, range ten east; the northwest quarter of section twenty-three, in township ten north, range eleven east, and containing in the aggregate thirteen hundred and one acres, less one hundred acres conveyed to S. Charles Young by partition between him and Wm. C. Young and said Wade R. Young, which said interest of Wade R. Young in said above-described lands is specially set forth in a plat and survey of his partition made by John Johnson, surveyor, on the 15th day of March, 1879, and deposited in the hands of petitioners, Edward Nalle & Co. In said act of mortgage passed and executed before J. P. Ball, Jr., clerk of the ninth district court of Louisiana for the parish of

Concordia and *ex efficio* recorder and notary public, on the 2nd day of June, 1882, at Vidalia, in this State, said mortgagor, Wade R. Young, agreed that said property should remain so mortgaged and hypothecated until the full and final payment of said note, and bound himself therein not to alienate nor in any manner encumber said property to the prejudice of said mortgage, therein confessing judgment, and authorizing the seizure and sale of said property so mortgaged in the event said note was not paid at maturity. Further show that said mortgage was duly recorded on the 3rd
4 day of June, 1882, in Mortgage Book O, page 639 *et sequitor*, in the recorder's office of the parish of Tensas, Louisiana; all of which appears by reference to the duly certified copy of the original act of mortgage, which is herewith filed for description and proof.

That since the execution of said act of mortgage a final partition has been made between said Wade R. Young and his coproprietors, W. C. Young & Mrs. B. S. Young & husband, S. C. Young, as appears by the proceedings of said partition on file and of record in said parish of Tensas, to which reference is hereby made; that petitioners have made amicable demand of said Wade R. Young for the payment of said note at maturity without avail.

That said Wade R. Young resides permanently out of the State of Louisiana and is not represented in this State.

Wherefore petitioners pray that a *curator ad hoc* be appointed to represent said Wade R. Young, and through said curator that said Young be duly cited to appear and defend this suit.

That after due delays and legal proceedings had that petitioners have judgment against said Wade R. Young for said amount of one thousand six hundred and thirty-two $\frac{61}{100}$ dollars, with eight per cent. per annum thereon from December 1st, 1882, and for the further sum of five per cent. on the amount sued for on
5 said note as attorneys' fees, as far as said judgment can be executed on the property so specially mortgaged to secure said note, and that petitioners' right of mortgage be judicially recognized and enforced on the property described in said act of mortgage, to take rank from June 30, 1882, and that said property be sold to pay and satisfy the judgment prayed for herein. Prays for costs & general relief.

By their att'ys, STEELE & GARRETT.

Before me, James S. Mathews, clerk of the 9th district court of Louisiana for the parish of Tensas, personally came H. A. Garrett, who, having been sworn, deposes that he is one of the attorneys for plaintiffs in the foregoing petition, who are absent, and that the district judge for this, 9th, district of Louisiana & parish of Tensas is now absent.

H. A. GARRETT.

Sworn to and subscribed before me this 30th day of May, 1883.

JAS. S. MATTHEWS,
Clerk 9th Dist. Court.

The foregoing petition and affidavit considered, it is ordered that Reeve Lewis, Esq., be, and he is hereby, appointed *curator ad hoc* to represent the absent defendant, Wade R. Young, contradictorily with plaintiffs in this suit.

6 Given under my hand officially, at my office, at St. Joseph, La., this 30th day of May, 1883.

[SEAL.] JAS. S. MATTHEWS,
Clerk 9th District Court.

I accept the above appointment, 30th day of May, 1883.
REEVE LEWIS.

Note.

$1,632.61. VIDALIA, LA., *June 20th*, 1882.

On the first day of December, A. D. 1882, I promise to pay to the order of myself, at the office of Messrs. Edward Nalle & Co., in the city of New Orleans, La., the sum of sixteen hundred and thirty-two and $\frac{61}{100}$ dollars, with interest, at the rate of eight per cent. per annum, after maturity until paid, value received.

WADE R. YOUNG.

[Written across the face in red ink :] "*Ne varietur.*" Vidalia, June 20th, 1882. James P. Ball, Jr., clerk of the 9th dist. court for Concordia parish, La., & *ex officio* recorder & notary.

(Endorsed :) Wade R. Young. Filed May 30th, 1883. Jas. S. Matthews, clerk.

7 *Mortgage.*

STATE OF LOUISIANA, }
Parish of Concordia. }

Before me, James P. Ball, Jr., clerk of the 9th judicial district court and *ex officio* notary public for the parish of Concordia, personally came and appeared Wade R. Young, of the said parish of Concordia, who declared and acknowledged that he is indebted to the commercial firm of Edward Nalle & Co., of the city of New Orleans, in the full sum of sixteen hundred and thirty-two $\frac{61}{100}$ dollars ($1,632.61), advanced to him to enable him to carry on his agricultural operation- during the present year ;

To represent which said indebtedness said Wade R. Young has this day made & furnished his promissory note, drawn by him to his own order and by himself endorsed, for the said sum of sixteen hundred and thirty-two $\frac{61}{100}$ dollars, made payable at the office of Messrs. Edward Nalle & Co., in the city of New Orleans, on the first day of December next, 1882, which said note bears interest at the rate of eight per cent. per annum from its maturity until paid, and it is paraphed by me, notary, to identify it with this act.

In case it shall become necessary to institute legal pro-
8 ceedings for the recovery of the amount of said note or any part thereof the said Wade R. Young binds himself to pay

the fees of the attorney who may be employed for that purpose, which fees are fixed at five per cent. upon the amount sued for.

Now, in order to secure the prompt payment of the said note at maturity, together with interest and attorneys' fees, the said Wade R. Young does by these presents specially mortgage and hypothecate in favor of the said Edward Nalle & Co. or any future holder of said note the following property, viz:

All his interest in and to a certain tract of land or cotton plantation lying and being situated in the parish of Tensas, in this State, on the Lake St. Peter, known as the St. Peter plantation, consisting of the west half of section 30 and the west three-eighths of section 31, in township 11 north, range 11 east; the east half of section 36, in township above — north, range 10 east; the northeast quarter of section one, in township 10 north, range 10 east; the northwest quarter section 23, in township 10 north, range 11 east, and containing in the aggregate thirteen hundred and one acres, less one hundred acres conveyed to S. Charles Young by partition between him and William C. Young and the appearer, which
9 said interest of the appearer, Wade R. Young, in said above-described lands herein mortgaged is specially set forth in a plat and survey of his portion made by John Johnson, surveyor, on the 15th day of March, 1879, and deposited in the hands of said Messrs. Edward Nalle & Co.—

The said property above described to remain mortgaged and hypothecated until the full and final payment of said note, and the mortgagor binds himself not to alienate or in anywise incumber the said property to the prejudice of these presents, hereby confessing judgment and authorizing the seizure & sale of the mortgaged property in the event of non-payment promptly at maturity of the note herein secured.

And in order to further secure the prompt payment of said note the said Wade R. Young hereby pawns and pledges to said Edward Nalle & Co. the growing crop on the said mortgaged premises and grants a privilege to said Edward Nalle & Co., as furnisher of supplies, upon all cotton grown by him, binding himself to ship to the said Edward Nalle & Co. all cotton made or controlled by him to the extent of two hundred and fifty (250) bales, and in case
10 the said Wade R. Young should fail to ship the stipulated number of bales, as agreed upon, he binds himself to pay to the said Edward Nalle & Co. the usual commissions upon the number of bales falling short of the amount agreed upon as above.

And it is further understood that if the said Edward Nalle & Co. should in their discretion advance any sum in excess of the amount of said note they shall have the right to apply the net proceeds of sale of all cotton shipped to the payment & liquidation of said excess in open account, and after full payment of same the balance of said proceeds to be applied to the payment of the note herein.

By reference to the annexed mortgage certificate of this date it does not appear that there exists any prior mortgage or encumbrance upon the property herein mortgaged.

Thus done and passed at my office, in Vidalia, parish of Concor-

dia, La., on this the 2nd day of June, A. D. 1882, in presence of the two undersigned competent witnesses, who sign their names, together with the appearer, and me, notary.

WADE R. YOUNG.
JAMES P. BALL, JR.,
[SEAL.] *Clerk of the Ninth Judicial District & Ex Officio Recorder for Concordia Parish.*

Witness-:
R. L. BROOKS.
A. J. CHASE.

11 A true copy of the original on file & of record in my office in Mortgage Record, pages 639 *et seq.* Recorded June 30th, 1882.

Witness my hand and official seal, at my office, in St. [SEAL.] Joseph, La., this 7th day of May, A. D. 1883.

JAS. S. MATTHEWS,
Clk 9th District Court & ex Officio Recorder.

Filed May 5, '83.

JAS. S. MATTHEWS.

Citation.

The State of Louisiana, Parish of Tensas, 9th District Court.

E. NALLE & CO.
versus } No. 3250.
WADE R. YOUNG.

To Reeve Lewis, *curator ad hoc*, representing the absent defendant Wade R. Young, a resident of said parish and State:

You are hereby cited to comply with the demand contained in plaintiffs' petition, a certified copy of which accompanies this citation, or to file your answer in writing to the same, in the office of the clerk of the 9th district court, at the town of St. Joseph, within ten (10) days after service hereof.

Witness the Honorable Wade H. Hough, judge of said court, and the seal thereof this 30th day of May, in the year of our 12 Lord one thousand eight hundred and eighty-three.

[SEAL.] JAS. S. MATTHEWS, *Clerk.*

Endorsed.

Rec'd the within citation, together with a certified copy of same & a certified copy of pl'ffs' petition, May 31, '83.

Served same same day, month, and year by handing said copies to the within-named Reeve Lewis, *curator ad hoc*, representing the absent defendant, Wade R. Young, in person & in the parish.

W. C. YOUNG, *Sheriff*,
Per JOS. CURRY, *D'y Sh'ff.*

Filed June 5, '83.

JAS. S. MATTHEWS, *Clerk.*

Answer.

9th District Court, Parish of Tensas.

E. NALLE & Co.
vs.
W. R. YOUNG.

To the honl. the judge of said court:

Now comes into court Wade R. Young, a resident & citizen of the State of Mississippi, who, for answer to the demand of the plaintiffs, Edward Nalle & Co., denies generally the existence of any indebtedness by this respondent to the said plaintiffs.

Your respondent shows that he executed the said note and
13 mortgage for the purpose of procuring advances of money, provisions, and necessary supplies, as therein expressed, according to the customs of planters and factors, as was well understood at the time between this respondent and the said plaintiffs.

He shows that the said note was discounted by the said plaintiffs at a usurious rate of interest, and the proceeds thereof, amounting to the sum of $1,500.00, placed to the credit of this respondent in ac. current between him and the said plaintiffs, and that the said sum of $132.00 represents the usur-ous interest charged to this respondent in said transaction, which is forfeited by the laws of the State of Louisiana and is not due by this respondent.

Your respondent further shows that said ac. current is largely composed of illegal, excessive, and usurious fees & charges made by said plaintiffs against this respondent, for which he never received any consideration and which are not due by him, as will be shown on the trial of the cause. Your respondent further shows that said plaintiffs failed and refused to carry out their agreement with him according to the custom of merchants and the understanding between them, and thereby released respondent from any obli-
14 gation to ship & consign his cotton to thein, & thereby forced respondent, against his own wishes and dispite of his earnest protest & remonstrance, to make other arrangements and to ship and consign the cotton controlled by him to other merchants, and thereby forfeited all claim to receive and sell said cottons and to commissions thereon.

Your respondent shows that upon a fair and just settlement of the acs. between them there is nothing or very little due by this respondent to said plaintiffs.

Your respondent, become plaintiff in reconvention, shows that by the wrongful & tortious conduct of the said plaintiffs in refusing to execute the said contract according to the custom of merchants & factors and the agreement between them and this respondent and by the institution and prosecution of this suit to force respondent to acquiesce in and pay the usurious and illegal charges of the said plaintiffs he has been damaged in his credit and reputation to the amount of at least $2,500.00, and has been seriously injured in his business to a similar amount.

Wherefore, the premises considered, your respondent prays that the demand of the said plaintiffs be rejected and their action dismissed at their costs, and that he do have and recover judg-
15 ment against them in reconvention for the sum of $2,500.00, two thousand five hundred dollars, and for general relief.

WADE R. YOUNG,
In Pro. Per.

Filed June 25, '83.

R. H. SNYDER, JR., *Dep. Cl'k.*

Petition for Removal.

9th Dist. Court, Parish of Tensas.

E. NALLE & CO.
vs.
W. R. YOUNG.

To the honl. the judge of the said court:

The petition of Wade R. Young, a resident and citizen of the State of Mississippi, with respect shows that he is a party defendant to the above entitled and numbered suit.

That the plaintiffs in said suit are citizens of the State of Louisiana, that the amount involved therein exceeds the sum of $500.00, exclusive of costs, and that the controversy is wholly between citizens of different States, and that he desires to avail himself of the benefits of the act of Congress to remove said suit into the circuit court of the United States.

Wherefore, the premises considered, your petitioner here-
16 with files his petition and bond, conditioned according to law, and prays that said petition & bond be accepted and no further proceedings had in said suit in this honl. court.

WADE R. YOUNG,
In Pro. Per.

Bond of Removal.

9th Dist. Court, Parish of Tensas.

E. NALLE & CO.
vs.
W. R. YOUNG.

Know all men by these presents that we, Wade R. Young, as principal, and L. C. Young, as surety, are held and firmly bound unto E. Nalle & Co. in the full sum of two hundred and fifty dollars, lawful money of the U. S. of America; for the payment of which, well and truly to be made, we bind ourselves, our administrators and heirs.

Dated at St. Joseph June 25th, 1883.

The condition of the above obligation is such that whereas the above-bound principal as defendant to the above-entitled suit has

filed his petition and bond to remove said suit into the circuit court of the U. S. for the western district of Louisiana:

17 Now, therefore, if he should enter in such circuit court on the first day of its then next session a copy of the record in said suit and shall pay all costs that may be awarded by the said circuit court if said court shall hold that said suit was wrongfully or improperly removed thereto, then and in that case this obligation to be null and void: otherwise to remain of full force and effect.

WADE R. YOUNG.
S. CHAS. YOUNG.

Filed June 25, '83.

R. H. SNYDER, JR., *Dep. Cl'k.*

Extract of Minutes.

E. NALLE & CO.
vs.
WADE R. YOUNG.

FRIDAY, *June 22nd*, 1883.

Default entered.

MONDAY, *June 25th*, 1883.

Ans. filed. Petition and bond for removal to U. S. circuit court filed.

THURSDAY, *June 28th*, 1883.

Ordered transferred to U. S. circuit court for western district of Louisiana at its next session.

18 (Minutes signed) WADE H. HOUGH,
Judge 9th District.

Certificate.

STATE OF LOUISIANA,
Parish of Tensas.

I hereby certify that the foregoing 23 pages contain a true, correct, and complete transcript of all the documents filed, all the testimony adduced, and all the proceedings had in the suit wherein E. Nalle & Co. are plaintiffs and Wade R. Young defendant, in the 9th district court for the parish of Tensas.

In witness whereof I have hereto set my hand and affixed the seal of said court, at St. Joseph, La., this 13th day of September, A. D. 1883.

[SEAL.] *Clerk 9th Dist. Court of Louisiana.*

No. 48.
Filed Oct. 3rd, 1883.

WM. RAY,
D'y Clerk U. S. Court, W. D. La.

19 *Motion to Substitute.*

U. S. Circuit Court, Western District of Louisiana.

EDW'D NALLE & Co.
vs.
W. R. YOUNG. } No. —.

Plaintiffs in this cause respectfully show that the suit herein brought was instituted in the State courts of Louisiana for the purpose of enforcing a mortgage upon real estate.

That said action, though at law, according to the statutes of Louisiana, lies, when removed to this court, on the equity side of the court.

The plaintiffs therefore respectfully prays that their petition filed in the district court of Tensas parish be allowed to stand as a bill in equity & for gen'l relief, &c.

BOATNER & BOATNER, *Att'ys.*

No. 48. Edw'd Nalle & Co. *vs.* W. R. Young. Motion. Filed October 10th, 1883. Wm. Ray, d'y cl'k.

20 *Extract of Minutes.*

WEDNESDAY, *October* 10*th*, 1883.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge presiding.

E. NALLE & Co.
vs.
W. R. YOUNG.

Motion to substitute petition filed in this case for a bill in equity argued by counsel, and the court took time to consider.

Extract of Minutes.

FRIDAY, *October* 12*th*, 1883.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge presiding.

E. NALLE & Co.
vs.
W. R. YOUNG.

Answer of defendant, W. R. Young, filed.

21 *Answer.*

U. S. Circuit Court, Western District of Louisiana. In Equity.

EDWARD NALLE & Co.
vs.
WADE R. YOUNG. } No. —.

The answer of Wade R. Young, defendant, to the bill of complaint of Edward Nalle & Co., plaintiffs.

This defendant, now and at all times hereafter saving to himself all and all manner of benefit or advantage of exception or otherwise that can or may be had or taken to the many errors, uncertainties, and imperfections in the said bill contained, for answer thereto or to so much thereof as this defendant is advised it is material or necessary for him to make answer to, answering, saith—

That this respondent is not indebted to the said plaintiff as charged in their said bill of complaint.

That this respondent did execute the said note and mortgage for the purpose of procuring advances of money, provisions, and necessary supplies as therein expressed, according to the customs
22 of planters and factors, as was well understood at the time between this respondent and the said plaintiffs.

That the said plaintiffs falsely represented to this respondent that it would be necessary for them to have said note discounted for his benefit, and thereby induced him to consent to the payment of excessive and usurious interest, when in truth and fact the said plaintiffs, although pretending to act as the agents and factors of respondent, discounted the said note for their own benefit and advantage and gave this respondent credit for only $1,500.00 as the proceeds thereof in the account current between them.

That there was never any *bona fide* sale or discount of said note, but a mere pretense and scheme of the said plaintiffs to practice a deceit upon this respondent and to obtain from him an excessive and usurious rate of interest, which interest is forfeited by the laws of the State of Louisiana and is not due by this respondent.

That in fact said note entered into and was and is a part
23 of the ac. current between this respondent and the said plaintiffs, and that this suit is brought upon said note and mortgage for — purpose of depriving him of the benefit of the items of credit on said ac.

This respondent further shows that said ac. current is largely composed of illegal, excessive, and usurious fees and charges made by said plaintiffs against this respondent, for which he has never received any consideration and which are not due by him, as he has repeatidly advised the said plaintiffs and as will be fully shown on the trial of this cause.

Your respondent shows that said plaintiffs failed and refused to carry out their agreement with him according to the custom of merchants and the understanding between them, and thereby released respondent from any obligation to ship and consign his cotton

to them, and thereby forced respondent, against his own wishes and in despite of his earnest protest and remonstrance, to make other arrangements and to ship and consign the cotton controlled by him to other merchants, and thereby forfeited all claim to receive
24 and sell said cotton and to all commissions thereon. Your respondent specially opposes the pleas of —, failure of consideration, and payment to the demand of said plaintiffs, and avers that upon a proper taking of accounts and a fair and just and equitable settlement between them there is nothing or *any* little due by this respondent to the said plaintiffs.

Your respondent specially avers that the said plaintiffs have in their possession the letters, papers, and documents necessary to his defense and on which he intends mainly to rely at the trial of this action, to wit:

The ac. curr*a*nt between this respondent and the plaintiffs kept by the said plaintiffs and all the letters written by this respondent to the said plaintiffs from the first day of May to the 31st day of December, 1882, and from the 1st day of January, 1883, to date.

Wherefore, the premises considered, your respondent prays that the said plaintiffs be ordered to produce to this honl. court within a reasonable time specified the documents, books, and papers hereinbefore mentioned, and that the accounts between this respondent and *and* the said plaintiffs *he* referred to a master of this
25 honl. court to examine into and report thereon the indebtedness, if any, existing by this respondent to the said plaintiffs and providing — said references all proceedings on said note and mortgages be stayed; and this defendant denies all and all manner of unlawful combination and confederacy wherewith he is by the said bill charged; without this, that there is any other matter, cause, or thing in the said complainant's bill of complaint contained material or necessary for this defendant to make answer unto and not herein or hereby well or effectually answered, confessed, traversed, abridged, or denied is true to the knowledge or belief of this defendant; all which matters and things this respondent is ready and willing to aver, maintain, and prove as this honl. court shall direct, and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

WADE R. YOUNG.

Personally came and appeared before me the undersigned
26 authority, Wade R. Young, who, being sworn, deposes and says that all the facts stated and allegations made in the above answer are true and correct.

WADE R. YOUNG.

Sworn to and subscribed before me this 12th day of October, A. D. 1883.

WM. RAY.

No. 48. U. S. circuit court, 5th circuit, western district of La. Edward Nalle & Co. *vs.* Wade R. Young. Answer to bill. Filed Oct. 12th, '83. Wm. Ray, d'y clerk.

Extract of Minutes.

WEDNESDAY, *October 22nd*, 1884.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

Continued.

27 *Extract of Minutes.*

THURSDAY, *October 23d*, 1884.

Court met pursuant to adjournment.
Present: His Hon. Alex. Boarman, judge presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

Continued for revival.

28 *Bill of Revivor.*

State of Louisiana, Civil District Court for the Parish of Orleans.

I hereby certify that on the eleventh day of November, 1884, judgment was rendered in this court in the following-entitled suit, in the words — figures following, to wit:

Succession of EDWARD NALLE. No. 12494.

On petition of heirs to be recognized and put in possession.

The court considering the allegations and prayers of the petition filed herein on the 7th November, 1884, and the affidavits and proofs adduced in support thereof, and being satisfied that under the law and evidence petitioners are entitled to the decree prayed for—

It is ordered, adjudged, and decreed that petitioners, Mrs. Mary Nalle, wife of Eustis F. Golsan; Mrs. Amelia Lilly Nalle, wife of T. S. Abbott, and Charlotte Nalle, be, and they are hereby,
29 recognized as the sole and only forced heirs of their deceased father, Edward Nalle, and that as such they be put in possession of all his real estate, real, personal, and mixed.

Judgment rendered and signed November 11th, 1884.

(Signed) N. H. RIGHTOR, *Judge.*

In testimony whereof I have hereunto set my hand and affixed the seal of the said court, at the city of New Orleans, on this eleventh day of November, in the year of our Lord one thousand eight hundred and eighty-four. JULES VURME,
Deputy Clerk.

No. 12494. Civil district court. Succession of Edward Nalle. Copy of judgment inside to serve on —— ——.

30 *Appearance of Heirs of Nalle.*

U. S. Circuit Court, 5th Circuit and Western District of Louisiana.

E. NALLE & Co.
vs.
WADE R. YOUNG. } No. 48.

Now comes Mrs. Mary Nalle, by her next friend and husband, Eustis F. Galson; Mrs. Amelia Lilly Nalle, by her next friend and husband, T. S. Abbott, and Charlotte Nalle aforesaid, who declare that they are the sole and only forced heirs of their deceased father, Edward Nalle, one of the original plaintiffs in the above-entitled suit; that they have been recognized as such by judgment of the civil district court for the parish of Orleans and put in possession of the effects of the succession of their said father, who died pending this suit and whose succession was opened in said parish of Orleans, State of Louisiana.

Wherefore they pray to make themselves parties hereto and be permitted to prosecute this suit.

And, as in duty bound, they will ever pray.

BOATNER & BOATNER, *Solicitors.*

31 No. 48. E. Nalle *vs.* Wade R. Young. Appearance of heirs of E. Nalle. Filed March 24th, 1885. J. B. Beattie.

Application for Com. to Take Testimony.

U. S. Circuit Corurt, 5th Circuit & Western District of Louisiana.

E. NALLE & Co.
vs.
WADE R. YOUNG. } No. 48.

To the hon. judges of said court:

Plaintiffs and complainants herein respectfully show to your hon. court that the testimony of W. C. Flower, a resident of the city of New Orleans, in the State of Louisiana, is important and material in support of his demands, and p-ays this houl. court to grant a commission to take his deposition, and that he answer the following interrogatories:

1st. What is your occupation and residence?

32 2nd. Are you acquainted with the parties?

3rd. Were you or not a member of any firm of cotton factors and commission merchants in the year 1882; if yea, what was the style of the firm and where was its domicile?

4th. If in answer to the 2nd Int. you say you are acquainted with Wade R. Young, please state how long you have known him.

5th. Have you or your firm had any business relations in the past five years?

6th. If you state that you or your firm has had any dealing with him, please state the nature and character thereof.

7th. If in answer to the above interrogatory you state that the firm of E. Nalle & Co. advanced money & supplies to said Young during the year 1882, please state the amount thereof & whether or not any part thereof is due & how much.

8th. Did you have an agreement with Wade R. Young as to the amount you were to advance him during the year 1882?

9th. How much did your house advance him? Was it as
33 much as you agreed to advance?

10th. How much cotton did Young ship your house of the crop of 1882?

11th. State any other facts within your knowledge bearing on the merits of the case.

BOATNER & BOATNER,
Att'ys for Complainants.

Order.

The foregoing petition considered, let a commission issue as prayed for, returnable on or before April 11th, A. D. 1885.

J. B. BEATTIE, *D'y Cl'k.*

Monroe, La., M'ch 24th, 1885.

No. 48. U. S. circuit court, 5th circuit, western district of Louisiana. E. Nalle & Co. *vs.* Wade R. Young. Application for commission to take testimony. Filed March 24th, 1885. J. B. Beattie, d'y clerk.

34 *Deposition of Wade R. Young.*

U. S. Circuit Court, Western Dist. of Louisiana. In Equity.

E. NALLE & Co.
vs.
WADE R. YOUNG. } No. 48.

U. S. OF AMERICA,
State of Mississippi, County of Warren.

Be it remembered that on the thirty-first day of December, A. D. one thousand eight hundred and eighty-five, I, J. T. Strother, a commissioner duly appointed by the circuit court of the U. S. for the southern district of Mississippi, did call and cause to be and personally appeared before me, at my office, at — Washington street, in the city of Vicksburg, in the said southern district of Mississippi, in the State aforesaid, Wade R. Young to testify and the truth to say on the part and behalf of the defendant in a certain suit or matter of controversy now depending and undetermined in the circuit court of the U. S. for the western district of Louisiana, at Opelousas, in the district aforesaid, wherein E. Nalle & Co. are plaintiffs and said Wade R. Young is defendant; and the
35 said WADE R. YOUNG, being about the age of forty-four years, and having been by me first examined and sworn to testify the truth, the whole truth, and nothing but the truth in the matter

of controversy aforesaid, did thereupon depose, testify, and say as follows:

About May 15th, 1882, being in need of advances of money and supplies to carry on my business, I applied to the firm of Edward Nalle & Co., plaintiffs in this suit.

I stated distinctly to Mr. Edward Nalle, the senior partner, that I would require advances to the amount of $2,500.00 (two thousand five hundred dollars) to shipping time—that is, the time at which I could reasonably expect to have cotton shipped and sold and the proceeds placed to my credit.

I also stated that I controlled or expected to control (250) two hundred and fifty bales of cotton, principally rents.

Mr. Nalle seemed to think $2,500.00 too much and to be unwilling to bind himself for more than (1,500.00) fifteen hundred. I stated to
him positively that $1,500.00 was not enough and that I could
36 not get through with less than $2,500.00.

The disagreement ended in a compromise, in which Mr. Nalle agreed to bind himself to advance $1,500.00, and if I could not get through with that sum to advance the additional $1,000.00.

As security for the $1,500.00 which he bound himself to advance he required a note secured by the first mortgage on my plantation, and to cover the whole amount required me to bind myself to ship the 250, two hundred and fifty, bales of cotton or to pay commission.

In this transaction it was clearly understood that $2,500.00 would be required and that the pledge of 250 bales of cotton was a consideration for the advances to that amount.

The conversation was had in the office of the firm, in N. O., between Mr. Nalle and myself. Flower, the other party, did not take part. Mr. Nalle stated that it would be necessary to have the note discounted and that the rate of discount might exceed the legal rate. To this I also assented, supposing that the firm would act
as my agents—have the note discounted for my benefit
37 and place the proceeds to my credit.

To cover the rate of discount the note was drawn for $1,632.00, or such sum as is stated on its face, so as to yield $1,500.00 net. The sale was computed at 9 p. c. per annum interest, 2½ p. c. for advancing, and ¼ per cent. for mortgage, as well as I can remember from the statement given to me at the time, which has been since destroyed.

It was understood that such supplies as were needed should be bought in St. Louis or in the cheapest market and paid for out of the proceeds of the note.

The first violation by plaintiffs of their obligation was in the purchase of supplies in N. O. I found them also exceedingly close and disposed to dictate, and especially unwilling to pay out money, as their letters will show.

As usual, I acquiesced in their bulldozing as far as possible, and, although much cramped and consequently injured in my business, tried to make the best of the situation.

The plaintiffs complied substa-tial-y with the agreement, and continued to advance after the $1,500.00 was exhausted, but allowed my draft for $25.00 in favor of the Bank of Monroe
38 to go to protest, although they had authorized me to draw, as will appear from the correspondence.

Although, in consequence of the overflow, the crop was late and shipment unusually backward, I had not exhausted the credit of $2,500.00 when shipments began, and I think the ac. will show never did exhaust it.

The controversy between plaintiffs and myself related, as the letters will show, to the disposition of the proceeds of the cotton.

I had at my command ample cotton to more than pay the indebtedness to plaintiffs, and in fact shipped in all (175) one hundred and seventy-five bales of the value of $7,000.00 and more.

At the beginning of the shipment the cotton was slow to come forward, and money was required to gather and gin and ship it.

The plaintiffs claimed the right to apply the proceeds of all the cotton consigned to the payment of the indebtedness, and refused to let me have a part of the proceeds of the first shipments to enable me to get the rest of the cotton to market.

Up to this time I have acquiesced in all the violations by
39 the plaintiffs of their contract, but I could not acquiesce in that arrangement because I would have been left without any means to get the cotton gathered, ginned, hauled, and shipped to them.

I had submitted to have my note and mortgage discounted at a usurious rate of interest, to bind myself to ship so many bales of cotton or pay commission, to have my own money doled out to me in driblets, and to be told what I must eat and what I must not eat, and I had *been* submitted to have my draft protested in bank for $25.00, and I had relied on the good sence and good feeling of the plaintiffs because I regarded them as just men, although about the closest with whom I had ever had business.

The right which they claimed to take all the proceeds of the cotton to pay the debt and leave me without any means to carry on my business was so arbitrary and so unheard of in my experience with the factors of N. O. that I should have refused to acquiesce, even if I could.

Several letters passed between us, which explains the facts much better than I can testify.

40 I notified them that they could seize the cotton if they would, but refused to ship it to them.

They, on the other hand, defied me to ship the cotton to any other merchant or to make any other disposition of it.

The controversy ended in my shipping a part of the cotton to other merchants and taking no further notice of the plaintiffs.

I had been making advances to a Mrs. Chotard, in Concordia parish, and was willing that the plaintiffs should receive the cotton from her plantation if she could get along with them, and some cotton from that plantation was afterwards shipped to them, but, as the plaintiffs would not make the necessary advances and I had no

other means to obtain them, most of her cotton was otherwise disposed of by her.

The immediate consequence of my inability to control the cotton was that her shipments to plaintiffs fell short by more than $1,000.00 of paying the amount of the advances which I had obtained for her and left me in debt to plaintiffs.

If the plaintiffs had allowed a reasonable part of the pro-
41 ceeds of the first shipment I could have controlled her cotton, they would have been repaid the advances, and I would have been relieved of the obligation.

Under the circumstances, I considered myself relieved of all obligations to ship cotton to the plaintiffs or to pay commissions on cotton not shipped, and further considered myself damaged by the actual loss of the $1,000.00, which I can never recover from Mrs. Chotard, besides the injury done to my character and credit.

I have since discovered that my note, instead of being *bona fide* sold or discounted for my benefit, was held by the plaintiffs, and that their representation to me at the time was a mere pretext to cover usury on their part.

When the ac. currant was rendered to me at the close of the season I refused, as the letters will show, to acquiesce in the illegal and usurious charges, but was willing, if I could effect an arrangement, to pay the debt rather than have controversy about it.

The plaintiffs have elected to resort to the court, and I consider myself at liberty — assert my legal right- in the premises, which are:

42 To have all illegal and usur-ous charges stricken from the ac., to have all payments computed to the principal of the debt, and to offset the balance, if there be any, with the counterclaim for damages now pending.

WADE R. YOUNG.

Sworn to and subscribed before me this thirty-first day of December, A. D. 1885.

J. F. STROTHER,
Commissioner of U. S. Circuit Court,
Southern Dist. of Mississippi.

Complainants object to the deposition of Wade R. Young, defendant, on the ground that the written agreement, evidenced by the act of mortgage from Wade R. Young to Edward Nalle & Co., which is sought to be enforced in this suit, cannot be varied or contradicted by parol testimony of the contemporaneous agreement.

On the other ground- that the testimony is not covered by the pleadings, that the answer herein sets forth no legal cause of action against the complainants; subject to the above and all other
43 legal objections, complainants cross-examines the witness:

Intr. 1. Were you cultivating the plantation for which the supplies were to be advanced by hired labor or was the same leased out?

Ans. My own plantation was rented to tenants, who paid at the

rate of one bale of cotton for every six acres of land, and the plantation of Mrs. Jackson, with a certain number of mules thereon, was rented the same way. I was cultivating Mrs. Chotard's plantation or advancing her the monies and supplies for her to cultivate it under the notarial agreement which is a matter of record; that plantation was partly leased, partly cultivated on shares, and partly cultivated for wages.

Int. 2. Who was the manager on the Chotard plantation?

Ans. The overseer left the plantation before the contract with plaintiffs was made, and after that time the plantation was managed by Mrs. Chotard, with the assistance of her husband and son.

Int. 3. How much of the amounts advanced you by complainants was used on Mrs. Chotard's place?

44 Ans. All the supplies and groceries, except such as was shipped to me at Natchez, and how much of the money I am unable to say, except that the complainants agreed to furnish twenty-five dollars per week in money for the cultivation of the crop on that plantation, and all that they furnished for that purpose was so used and money of my own, besides.

(The letter part of this answer is objected to as not being responsive to the question and as subject to the objections above noted.)

Int. 4. How much of the advances of plaintiffs was used on your Tensas plantation?

Ans. None at all.

Int. 5. How — for the Jackson plantation?

Ans. I do not think any; certainly not until the cotton was ready to be shipped. Some of the money may have been used for the repair of the machinery and gin on that place.

Int. 5. For what plantation did you need funds to gin and ship the crop?

Ans. For both Mrs. Jackson's and Mrs. Chotard's; but principally for Mrs. Chotard's.

Int. 6. From whom did you obtain the necessary funds to gin and ship the crops from the Jackson and Chotard places?

Ans. I shipped the Jackson cotton to V. and A. Meyer and
45 used the proceeds. I don't recollect how I shipped my own cotton. I did not undertake to control Mrs. Chotard's cotton, but left her to get along she best could, expecting her to ship the cotton to the plaintiffs if she could get along with them.

Int. 7. Who was your manager on the Jackson place?

Ans. A man by name of Jones.

Int. 8. How much did he require to gin and ship the crop?

Ans. My recollection is that he was accustomed to take about ten dollars a bale in charges on the cotton. This included the payment of his own wages, amounting to five hundred dollars per year, and such other disbursements as were necessary for the plantation, of which he rendered an account at the close of the season.

Int. 9. How much did you demand for these plantations for these purposes and of which you say were refused by plaintiffs?

Ans. The correspondence between myself and plaintiffs will show

exactly what was asked. My recollection is that I needed about one-fourth of the proceeds of the cotton for the business, and was willing to have the other three-fourth- imputed to the pay-
46 ment of the debt. I do not think, however, that one-fourth was sufficient for the Chotard plantation.

Int. 10. From whom did — obtain the funds the complainants refused you?

Ans. I have already stated I shipped the Jackson cotton to V. & A. Meyer and used the proceeds. The cotton was then on the bank of the river ready for shipment—at the time pl'ffs refused the advances.

Int. 11. To whom did Mrs. Chotard ship her cotton that year?

Ans. My information is that Mrs. Chotard shipped part of her cotton to the pl'ffs and gave the rest to a local merchant named Morris Wexler, who shipped to V. & A. Meyer, with whom he had business, and that she shipped to pl'ff- was to my account.

I have stated as fully as if specially interrogated thereon all that I know pertinent and material to the subject-matter in *in* controversy between the plaintiffs and defendants.

WADE R. YOUNG.

I hereby certify that the above is all the testimony taken by me in this case, and the above was sworn to and signed by
47 W. R. Young on this 31st day of Dec., 1885.

J. T. STROTHER,
Commissioner of the Circuit Court,
Southern District of Mississippi.

No. 48. E. Nalle & Co. *vs.* W. R. Young. Testimony of def't, taken before me. Received and filed Jan. 2nd, 1886. C. Mayo, dp. cl'k.

EXHIBIT 1, ANNEXED TO DEPOSITION OF WADE R. YOUNG.

To the honorable the judge of the 9th district court for the parish of Tensas:

The petition of Wade R. Young, a resident and citizen of the State of Mississippi, respectfully shows that William C. Young, collector of State and parish taxes for the State of Louisiana
48 and parish of Tensas, pretending to act in obedience to the revenue act of the legislature of the State for the years 1880, 1882, and 1884, has seized and taken within his possession that certain tract of land or certain plantation lying, being, and situated in your said parish of Tensas and State of Louisiana, described as that part of the St. Peter plantation set off and allotted to petitioner by judicial partition, as appears in Notarial Record "I," pp. 154 *et seq.*, which is bounded north by Dixie plantation, east by that part of said St. Peter plantation allotted by said partition to William C. Young, south by Helena, Forest Vale, and Miss Green plantations, and west by Helena and — plantations, the property of your petitioner, and has advertised the same for sale on Saturday, the 17th day of July, A. D. 1886, to pay and satisfy the taxes pretended to

be due to the State of Louisiana and parish of Tensas as follows, to wit:

Total taxes, year	1885	$100 75
" " "	1884	100 75
" " "	1883	84 00
" " "	1882	110 50

Your petitioner respectfully shows that the revenue act of the legislature of the State of Louisiana for the years 1880, 1882,
49 and 1884, in pursuance of which said proceedings are pretended to be had, are constitutionally null and void, as being repugnant to and in conflict with the provisions of art. 203 of the constitution of the State, and that all assessments made thereunder and all taxes imposed thereby and in pursuance thereof and all proceedings had to enforce the collection of such taxes are illegal and void.

That the article 203 of the constitution of the State prescribes that taxation shall be equal and uniform throughout the territorial limit of the authority levying the tax, and all property shall be taxed in proportion to its value, to be ascertained as directed by law. * * *

That in order to arrive at such equality and uniformity the General Assembly should, at its first session after the adoption of the constitution, provide a system of equality and uniformity in assessments based upon the relative value of property in the different portions of the State, and that the valuation put upon property for the purposes of State taxation shall be taken as the proper valuation for purposes of local taxation in every subdivision in the State.

50 That the intent of this provision and the necessity for such provisions were well understood at the time of adoption of the constitution and at the first term of the General Assembly held therefor.

That by the constitution of 1812 the General Assembly were vested with all reasonable powers, even that of — and partial taxation.

That to remedy the tasks which resulted from the abuse of the legislature this provision was embodied in the constitution of 1845:

Taxation shall be equal and uniform throughout the State after the year 1848. All property on which taxes may be levied in this State shall be taxed in proportion to its value, to be ascertained as directed by law. No one species of property shall be taxed higher than another species of property of equal value on which taxes shall be levied. That the same provision was embodied in the constitution of 1852 and incorporated, with same modifications, in the constitution of 1868.

That it was considered sufficient compliance with the afore-
51 said requirements for the legislature to direct that all property should be estimated at its full cash value. R. S. 1856, p. 464, sec. 22; R. S. 1870, sec. 3276; acts 1577, No. 96, p. 136, sec. 15.

That these acts remitted the valuation of property for purposes of taxation to the discretion of the respective assessors or local boards

of police or persons specially designated for the purposes, and were found to be unequal in their operation and not to serve the purpose of securing uniformity and equality in the rate of assessment.

That it was matter of public notoriety at and before the adoption of the constitution that in many of the parishes of the State, and especially in the interior and uplands parishes, the rate of assessment bore no relation whatever to the value of the property, and that, as a consequence, the burden of taxation was unequal and oppressive to the tax-payers of the other parishes, and the revenues of the State diminished.

That in order to correct this bill, to relieve the tax-payers from the burden of unequal and oppressive taxation and to increase
52 the revenues of the State, the additional provision was incorporated in the constitution of 1879:

In order to arrive at this equality and uniformity the General Assembly shall, at its first session after the adoption of the constitution, prescribe a system of equality and uniformity in assessment, based upon the relative value of property in different portions of the State.

That this injunction was mandatory and imposed on the General Assembly imperative duty of providing such system.

That the first General Assembly after the adoption of the constitution was convened in the city — New Orleans in the month of January, 1880, and at its first session an act was prepared, in obedience to constitutional mandate, providing a system of equality and uniformity in assessment based upon the relative value of property in different parishes of the State, and submitted to said body for legislative enactment.

That a majority of the members of said General Assembly refused to obey or give any effect to the constitutional mandate, and enacted instead thereof section 18 of the act No. 77,
53 providing that all real and personal property subject to taxation shall be estimated by the assessor at its cash value, under such rules as may be established by a system *at* of equalization of the property of the State under article 203 of the constitution.

That said General Assembly thus magnified the duty imposed upon them by said constitutional provision, but failed and refused to perform said duty and relegated such performance to some future time or to some other tribunal and made no provision whatever for a system of equality and uniformity of assessment.

That su-sequent legislatures have taken no notice whatever of said constitutional mandate, but have continued to direct, as before, that property should be assessed at its cash value, to be fixed, in the discretion of the assessor or honl. tribunal, without any regard whatever to the relative value of property in different portions of the State.

That, as a consequence of such failure and neglect on the part of the first and succeeding legislature- to change and give effect to the constitutional provisions, taxations is not equal and uniform

54 throughout the territorial limits of the State, but is dependent on the interest, prejudice, or caprice of the hon. tribunals.

That in the parish of Orleans and in the riparian parishes, and especially in the parish of Tensas, where the land interests require the imposition of heavy taxes and the e-action of large contributions for local purposes, the authorities have combined, and, for the purpose of evading the constitutional limitation on the rate of taxation to be levied, have increased the rate of assessment, without any regard to the relative value of property in other portions of the State.

Whereas in the interior, and especially in the uplands parishes, the tendancy has been to reduce the rate of assessment.

That the present system of assessment, as directed by the suc-essive acts of the legislature, is in direct conflict with the requirements of artical- 203 of the constitution, that taxation should be equal and uniform throughout the territorial limit of the State, and is unequal and oppressive.

55 Your petitioner further shows that the said act of the legislature of the State of Louisiana and the system of assessment provided by said act is unconstitutional, null, and void, as in violation of and repugnant to the provisions of the 14th amendment to the Constitution of the United States, that no State shall deprive any person of life, liberty, or property without due process of law.

That to proceed to enforce the collection of an illegal tax based upon an unequal assessment had in pursuance of a law which is repugnant to and in conflict with the provisions of the constitution of the State is a taking of property without due process of law within the intendment of the aforesaid inhibition of the Federal Constitution, and that your petitioner is entitled to have such proceedings enjoined until the legislature of the State has complied with the mandate of the constitution and has provided a system of equality and uniformity of assessment based upon the relative value of property in different portions of the State, as commanded to do by the organic law.

56 Wherefore, the premises considered, your petitioner prays a writ of injunction, directed to William C. Young, collector of State and parish taxes for the State of Louisiana and parish of Tensas, enjoining and restraining him from selling the property of petitioner to pay and satisfy the demand of the State and parish for the taxes claimed to be due or from enforcing said demand in any way.

That the said William C. Young be cited to answer this demand as tax-coll. aforesaid, and that it be adjudged and decreed that the revenue act of the State of Louisiana for the years 1880, 1882, and 1884, in pursuance of which the proceedings — the property of petitioner are had, are unconstitutional, null, and void, as repugnant to and in conflict with the aforesaid provisions of artical- 203 of the constitution of the State.

And that it be further adjudged and decreed that the aforesaid act and aforesaid proceedings are a taking of property without due pro-

cess of law and in violation of the inhibition of the 14th amendment to the Constitution of the United States.

57 And that the injunction herein contained be made perpetual.

And for — and — relief.

WADE R. YOUNG.

Before me, the undersigned authority, personally came and appeared Wade R. Young, who, being by me duly sworn, deposes and says that all the facts stated and allegations made in the foregoing petition are true and correct, and renders a writ of injunction necessary.

WADE R. YOUNG.

Sworn to and subscribed before me this third day of July, 1886.

S.

Know all men by these presents that we, Wade R. Young, as principal, and —— ——, as security, are held and firmly bound unto William C. Young, collector of State and parish taxes for the State of Louisiana and parish of Tensas, in the full sum of —, lawful money of the U. S.; for the payment of which, well

58 and truly to be made to him and his successors in office, we bind ourselves, our administrators and heirs, firmly by these presents.

The condition of the above obligation is such that whereas the above-named principal, as plaintiff in a certain suit in the 9th district court for the parish of Tensas, entitled Wade R. Young *vs.* W. C. Young, tax-coll., and numbered — on the docket of said court, has obtained a writ of injunction enjoining the said William C. Young, collector of State and parish taxes for the State of Louisiana and parish of Tensas, from selling the property described in the petition to pay and satisfy the demand of the State and parish for taxes assessed therein:

Now, therefore, if he shall well and truly pay or cause to be paid all damages which the said defendant may have suffered in case it should be decided that said writ of injunction — wrongfully obtained, then and in that case this bond to become null and void.

Otherwise to remain of full force and virtue.

WADE R. YOUNG.

59 Wade R. Young *vs.* W. C. Young, tax-coll. Exhibit 1 to the deposition of Wade R. Young in the suit of E. Nalle & Co. *vs.* Wade R. Young. No. 48. In the U. S. circuit court for the western district of Louisiana.

60 *Deposition of W. C. Flower.*

U. S. Circuit Court, 5th Circuit, Western Dist. of La.

E. NALLE & Co.
vs.
WADE R. YOUNG.

Deposition of witness produced, sworn, and examined by Emmet D. Craig, commissioner of the U. S. circuit court for the east. district of Louisiana, at his office, at 37 Carondelet street, New Orleans, La., on fourth day of April, in the year one thousand eight hundred and eighty-five, and of the Independence of the U. S. the one hundred and ninth, under and by virtue of a commission issued out of the United States circuit court for the western district of Louisiana, fifth judicial circuit, holding session at Monroe, Louisiana, in a certain cause therein depending and at issue between E. Nalle & Co., plaintiffs, and Wade R. Young, defendant, as follows:

W. C. FLOWER, residing in New Orleans, La., aged 34 years,
61 and by occupation —, being duly sworn, pursuant to the directions hereto annexed, on the part of the aforesaid E. Nalle & Co., doth depose and say as follows:

First. To the first interrogatory this witness saith: Merchant, by occupation; a member of the late firm of E. Nalle & Co.; residence, city of New Orleans, La.

Second. To the second interrogatory witness saith: I am acquainted with both parties to this suit.

Third. To the third interrogatory witness says: In the year 1882 I was a member of the firm of E. Nalle & Co., domiciliated in New Orleans, La.

Fourth. To the fourth interrogatory witness says: I knew Wade R. Young several years prior to the year 1882.

Fifth. To the fifth interrogatory the witness says: The firm E. Nalle & Co. have had business relation with Wade R. Young within the past five years.

Sixth. To the sixth interrogatory witness says: Our firm, E. Nalle
& Co., made advances to Wade R. Young during the year
62 1882 on the following terms and conditions, proposed to us by Wade R. Young and accepted by us after full discussion and before any papers were drawn embodying said contract: An advance of fifteen hundred dollars in cash and supplies during the year to enable him to carry on his agricultural operations; in consideration of which Wade R. Young agreed to ship us all cotton controlled by him, which he declared should be two hundred and fifty bales, or he would pay commission on any number of bales short of said amount, and to secure said advances or any excess of fifteen hundred dollars that we might advance he offered first mortgage on real estate belonging to him situated in Tensas parish and known as the St. Peter's plantation, containing thirteen hundred acres, more or less, and a special pledge of the crops grown on the

said St. Peter's plantation and the Minorca plantation of Mrs. S. M. Chotard, situated on Lake Concordia, in the parish of Con-
63 cordia, for which two said places the advances were intended; also the transfer to our firm of certain written leases made to tenants on his place for that year, the consideration of which was to be paid in cotton. We accepted Mr. Young's proposition, had the contract embodied in an authentic act, of record in said parish of Tensas. We made the advance as we stipulated to do and permitted him to exceed the said fifteen hundred dollar- by eight hundred and fifty-four dollars and $\frac{28}{100}$ ($854.28), making a total advance of two thousand three hundred and fifty-four dollars and twenty-eight cents ($2,354.28), before any credits went up to his account. We continued to advance in cash and supplies while Mr. Young was shipping cotton, which accounts for the large debit due us by him, viz., sixteen hundred and sixty-seven $\frac{20}{100}$ dollars ($1,667.20), with eight per cent. interest from the 19th February, 1883, until paid. Mr. Young shipped us but forty-three bales of cotton during the entire season and informed us that he sent
64 the balance of his cotton, some two hundred bales, to another house, including the cotton under the leases referred to above, although the leases had been transferred to us and were at that time in our possession.

Seventh. To the seventh interrogatory the witness saith: That we advanced the said Wade R. Young the sum of two thousand three hundred and fifty-four $\frac{28}{100}$ dollars, as already stated in preceeding answer, of which amount there is still due E. Nalle & Co. by said Young one thousand six hundred and sixty-seven $\frac{20}{100}$ dollars ($1,667.20), with eight per cent. interest from February 19th, 1883.

Eighth. In answer to the eighth interrogatory witness says: We did have an agreement with Wade R. Young as to the amount we were to advance to him during the year 1882, fully set forth in witness' reply to the sixth interrogatory herein.

Ninth. In answer to the ninth interrogatory witness saith: I have answered interrogatory in my reply to the sixth interrogatory herein.

Tenth. In answer to the tenth interrogatory witness saith: I have answered this interrogatory in my reply to the sixth interrogatory herein.

65 Eleventh. In answer to this interrogatory witness saith: I know of nothing further than what I have already stated, beyond the fact that Mr. Young acknowledged the debt and sought to obtain further advances during the year 1883, which *the* declined to make. W. C. FLOWER.

Examination taken, reduced to writing by me, and subscribed by the witness and sworn to by witness before me, at 37 Carondelet street, New Orleans, La., *in* April 4th, 1885.

EMMET D. CRAIG,
[SEAL.] *Commissioner of U. S. Circuit Court,*
Eastern Dist. of La.

66 United States Circuit Court, 5th Circuit, Western District of Louisiana.

E. NALLE & CO.
vs.
WADE R. YOUNG.

To the judges of said court:

Plaintiffs and complainants herein respectfully show to your hon. court that the testimony of W. C. Flower, a resident of the city of New Orleans, in the State of Louisiana, is important and material in support of his demand, and prays this hon. court to grant a commission to take his deposition, and that he answers the following interrogatories:

1st. What is your occupation and residence?

2nd. Are you acquainted with the parties?

3rd. Were you or not a member of any firm of cotton factors and commission merchants in the year 1882? If yea, what was the style of the firm and where was its domicile?

4th. If in answer to 2nd Int'y you say you are acquainted with Wade R. Young, please state how long you have known him.

5th. Have you or your firm had any business relations — in the past five years?

67 6th. If you state that you or your firm has had any dealings with him, please state the nature and character thereof.

7th. If in answer to the above interrogatory you state that the firm of E. Nalle & Co. advanced money and supplies to said Young during the year 1882, please state the amount thereof and *if* whether or not any part thereof is due and how much.

8th. Did you have any agreement with Wade R. Young as to the amount you were to advance him during the year 1882?

9th. How much did your house advance him? Was it as much as you agreed to advance him?

10th. How much cotton did Young ship your house of the crops of 1882?

11th. State any other facts within your knowledge bearing on the merits of the case.

BOATNER & BOATNER,
Att'ys for Complainants.

Order.

The foregoing petition considered, let a commission issue as prayed for, returnable on or before April 11th, A. D. 1888.

68 J. B. BEATTIE, *D'y Cl'k.*

A true copy.
Attest:
[SEAL.] J. B. BEATTIE, *D'y Cl'k.*

69 Circuit Court of the United States of America for the Western District of Louisiana, Holding Sessions in the City of Monroe, Louisiana.

To E. D. Craig, Esqr., U. S. commissioner circuit court of the U. S., eastern dist. of La., No. 37 Carondelet St., New Orleans, La.:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you W. C. Flower, Esqr., of New Orleans, La., and him duly examine on the annexed interrogatories, on oath, touching and concerning certain matters and things in a case now pending in the said court wherein E. Nalle & Co. are plaintiffs and Wade R. Young is defendant, and the same examinations, so taken and reduced to writing, you certify under your hand and seal and send enclosed to this court, at ——, on or before the 11th day of April, 1885, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of Monroe, La., this 2nd day of April, in the year of our Lord 1885, and of the Independence of the United States of America the 109th.

[SEAL.] J. B. BEATTIE, *D'y Clerk.*

70 [Endorsed:] No. 48. U. S. circuit court. E. Nalle & Co. *vs.* Wade R. Young. Commission. Received in office and filed April 6th, 1885. J. B. Beattie, d'y cl'k.

70½ UNITED STATES OF AMERICA,
Eastern District of Louisiana, City of New Orleans, State of La.

Be it remembered that on the 14th day of October, 1885, *that* I, Emmet D. Craig, a commissioner duly appointed by the circuit court of the United States for the eastern district of Louisiana, in the fifth judicial circuit, under & by virtue of an act of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812, and the act of Congress entitled "An act in addition to an act entitled An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1st, 1817, and the act entitled "The act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to *be* personally appear before —, at my office, in the city of New Orleans, in the aforesaid district & State aforesaid, in accordance with the annexed commission, W. C. Flower, to testify and the truth to say on part of
71 and behalf of the complainant in a certain suit or matter of controversy now depending in the circuit court of the United States for the western district of Louisiana, holden at Monroe, Louisiana, in the aforesaid district, wherein E. Nalle & Co. are complainants in a suit in equity and Wade R. Young *are* defendant, No. 48 of docket of the U. S. dist. ct.

And the said W. C. FLOWER, residing in the city of New Orleans,

La., about 35 years of age, having been first duly cautioned & sworn to testify the truth, the whole truth, and nothing but the truth in the matter of controversy aforesaid, was thereupon carefully examined by me and did depose & testify as follows to the interrogatories contained in the annexed commission:

To the first interrogatory witness saith: My occupation is cotton factor and commission merchant, and I reside in New Orleans, La.

To the second interrogatory witness saith: I am.

To the third interrogatory witness saith: Edward Nalle & Walter C. Flower.

To the fourth interrogatory witness answers and says: Yes;
72 they did. They entered into a notarial contract with Wade R. Young to supply him with fifteen hundred dollars ($1,500), money and supplies, in consideration of which Wade R. Young was to ship all cotton raised or controlled by him, said shipment to be at least 250 bales of cotton, or commissions on deficit. This proposition was made to us by Wade R. Young & accepted by us and embodied in a notarial contract and act of mortgage already on file & fully testified to by deponent in answer to interrogatories already propounded to and answered by him in this cause.

To the fifth interrogatory witness answers and says: I annex herewith itemized accounts of Wade R. Young, showing all transactions had with the firm E. Nalle & Co.

To the sixth interrogatory witness answers and says: We did not. We were careful to have everything embodied in the act of mortgage in the inception.

To the seventh interrogatory the witness answers & says: That the same is answered by his answer to previous interrogatory.

73 To the eighth interrogatory witness answers & says: The firm of Edw. Nalle & Co. complied strictly with the agreement entered into with Wade R. Young.

To the ninth interrogatory witness answers and says: Wade R. Young failed to comply with his contract with us in failing to ship cotton pledged and by sending the same elsewhere. He informed deponent that he shipped to other houses two hundred bales, including cotton under lease with his tenants, which lease had been regularly assigned to my firm, Edw. Nalle & Co.

To the tenth interrogatory (contained in the margin of the commission) witness answers and says: I know nothing that I could add in relation to this matter beyond what I have testified to in my answers to these and former interrogatories propounded to me in this cause.

WALTER C. FLOWER.

The foregoing deposition, after having been reduced to writing by me and read to the witness by me, was duly signed by the said witness, also, in my presence, having been previously sworn
74 by me to tell the truth, the whole truth, and nothing but the truth, as already set forth. I further certify that the four pieces of paper herewith annexed & by my signature duly certified

to contain witness'*es* sworn statement as set forth in the answer by him to the fifth interrogatory. I have also retained this deposition for the purpose of sealing up the same & directing the same by mail to the court whence the commission to take the same was issued, and I do furthermore certify that I am not of counsel nor attorney for either of the parties in said deposition & caption named or in any way interested in the event of the said cause named in said caption. The word difficult was erased in the 12th line of the fourth answer to interrogatory fourth, before the word commission, before reading to and the signing of the *deponent* by witness.

In testimony whereof I have hereunto set my hand on this 14th day — October, A. D. 1885, and of the Independence of the United States one hundred & tenth. EMMET D. CRAIG,

Com. U. S. Circuit Court, E. Dist. of La.

75 & 76 EXHIBIT ANNEXED TO DEPOSITION OF W. C. FLOWER.

Wade R. Young in % current with Edward Nalle & Co.

1882.				
May	13.	To cash paid you per receipt		50 00
"	"	Invoice meal, flour, &c., $54.27; fr't, $2.80		57 07
"	"	" pork, meal, Mrs. C., $107.16; fr't, $7.55		114 71
"	16.	" corn, oats, Mrs. C., $32.71; fr't, $2.80		35 51
"	26.	Cash paid y'r draft, A. J. Chuz		6 00
"	30.	Invoice corn, oats, Mrs. C., $259.17; f't, 16.00		275 17
"	30.	" tomatoes, &c., $12.40; fr't, $.50		12 90
"	"	Cash paid you per receipt		100 00
June	13.	" remitted you (our checks)		50 00
"	"	Invoice corn, oats, Mrs. C., $150.35; fr't, $8.95		159 30
"	"	" groceries, $46.80; $1.90		48 70
"	20.	Cash remitted you (our check)		50 00
"	27.	Invoice pork, meal, Mrs. C., $49.52; $11.05		60 57
"	28.	Cash paid L. Godchaux for suit clothes		25 00
July	3.	" " y'r d'ft, st. Mr. Lee		50 00
"	4.	Invoice flour & meal, Mrs. C., $17.78; fr't, $2.40		20 18
"	8.	Cash paid y'r d'ft, str. Cannon		25 00
"	"	" remitted you (our check)		50 00
"	12.	" paid y'r d'ft, stmr. City of Yazoo		25 00
"	11.	Invoice corn, oats, Mrs. C., $110.44; fr't, $17.55		127 99
"	"	" bran, pork, $53.92; fr't, $3.50		57 42
"	14.	Cash paid y'r d'ft, M. J. Liddell		25 00
"	17.	" " " str. Cannon		25 00
"	21.	" " Thos. Dority		50 00
"	24.	" " str. Cannon		25 00
"	"	Invoice pork, meal, $34.03; fr't, $2.65		36 68
"	31.	Cash paid y'r d'ft, str. Cannon		25 00
Aug.	5.	Invoice corn and oats, Mrs. C		72 54
		" pork, meal, Mrs. C		49 55
		" bran, coffee, &c		34 52
				1,743 81

77 & 78 CREDITS.

1882.					
June	2.	By proceeds your note 1–4 —			1,500 00
			150 00		
July	17.	" coll. d'ft on Washington less	20		
					149 80
				1,649 80	
1882.					
Aug.	8.	To cash balance due Edward Nalle & Co. on open % this date		94 01	

E. & O. E.
New Orleans, Aug. 8th, 1882.

MEMO.

We hold your note, 1–4 Dec'r $1,632 60

1882.		To amount brought forward	..		34 18	1,089 50
Nov.	25.	Cash paid y'r d'ft, Miss. Valley b'k	86		48	25 00
"	27.	" " telegram to you	..		..	50
"	28.	" " "	..		..	50
Dec.	11.	" y'r d'ft, Black & Lemle	70		40	26 45
"	"	" " " Mrs. S. M. Chotard	70		39	25 00
1883.					35 45	35 45
Feb'y	19.	Commission in 207 bales cotton not shipped as per mortgage contract, $1.01 per bal-	..		..	209 07
						1,411 47

CREDITS.

1882.							
Nov.	1.	By proceeds 8 bales cotton	110		7 24	296 37
	7.	" 2 "	104		1 71	73 72
	16.	" 2 "	95		1 14	53 90
	20.	" 3 "	91		1 60	79 14
	29.	" 8 "	82		4 59	252 22
Dec.	2.	" 4 "	79		2 05	116 98
	6.	" 2 "	75		1 22	72 98
	12.	" 4 "	69		2 01	131 46
	21.	" 1 "	60		53	40 51
	26.	" 2 "	55		93	75 97
1883.						
Jan'y	10.	" 3 "	40		97	109 55
	27.	" 2 "	23		34	66 96
Feb'y	8.	" 2 "	11		12	51 31
	19.	Interest per column	..		24 45	24 45

79 & 80

1883.					1,445 62	
Feb'y	19.	By balance at credit Wade R. Young, open % this date and applied to the payment of his mortgage note due 1–4 Dec'r, 1882, as per stmt. note %.			34 15	

E. & O. E.
New Orleans, Feb'y 19th, 1883.

Wade R. Young, Esq., in % current with Edward Nalle & Co.

1882.						
Aug.	8.	To cash balance as per open % rend	195		4 07	94 01
"	"	Cash paid fr't on inv., Aug. 8 (Mrs. C.).	195		17	3 90
"	"	" " " " 5 "	195		48	10 75
"	22.	" " y'r d'ft your own order	181		1 01	25 00
"	"	Invoice pork, flour, &c. (Mrs. C.), $45.76; f't, $4.10	181		2 01	49 86
"	28.	Cash paid y'r draft, J. H. Carradine	175		97	25 00
"	29.	Invoice coffee, corn (Mrs. C.), $39.05; fr't, $3.65	174		1 66	42 70
"	30.	" Osnaburgs, " $11.30; fr't, $.60.	173		46	11 90
Sept.	1.	Cash paid y'r d'ft, stmr. St. John	171		46	12 00
"	4.	" " " stmr. Cannon	168		93	25 00
"	9.	Invoice pork, meal (Mrs. C.), $38.03; fr't, $11.90	163		1 45	39 93
"	13.	Cash paid y'r d'ft, M. Wexter	159		88	25 00
"	18.	Invoice bagg. & ties (Mrs. C.), $19.37; f't, $1.05	154		68	20 42
"	15.	Cash paid y'r d'ft, your own order	157		87	25 00
"	21.	Invoice pork, meal (Mrs. C.), $37.57; fr't, 2.45	151		1 34	40 02
"	23.	Cash paid y'r d'ft, stmr. Cannon	149		83	25 00
"	"	Invoice flower, sugar, &c., $46.47; f't, 1.75.	149		1 59	48 22

1882.						
Sept.	25.	Cash paid y'r d'ft, stmr. Cannon	147	82		25 00
"	"	Invoice nails (Mrs. C.), $9.15; fr't, $1.75	147	33		9 90
"	29.	" pork, meal (Mrs. C.), $35.57; fr't, $3.45	143	1 24		39 02
81 & 82						
Sept.	30.	Cash paid y'r d'ft, stmr. R. E. Lee	142	79		25 00
Oct.	2.	" " B. K. Monroe, $25.00; pro. fee, $3.56	140	90		28 56
"	12.	" " Mrs. S. M. Chotard	130	72		25 00
"	13.	" fr't on 1 case tobacco (May 30)	129	03		60
"	14.	Invoice pork, meal (Mrs. C.), $50.12; fr't $4.60	128	1 56		54 72
"	16.	Cash paid y'r d'ft, stmr. Richardson.	126	70		25 00
"	19.	Cash remitted you (our check)	123	68		25 00
"	"	Cash paid y'r d'ft, J. H. Carradine	122	68		25 00
"	23.	" " fr't, Cannon, Aug. 8.	119	03		1 45
"	25.	" " y'r d'ft, Miss. Valley b'k	117	65		25 00
"	"	2½% commission for advancing $832.96	..	..		20 82
Nov.	1.	Cash paid y'r d'ft, Mrs. S. M. Chotard	110	61		25 00
"	2.	Invoice hay, bran, &c.	109	1 09		44 88
"	11.	" pork, meal (Mrs. C.), $34.49; fr't, $2.10	100	82		36 59
"	16.	Cash paid y'r dr'ft, Mrs. S. M. Chotard	95	53		25 00
"	"	" " " " stmr. White	95	53		25 00
"	11.	Invoice nails (Mrs. C.)	100	09		4 25
"	18.	Cash paid y'r d'ft, Miss. Valley b'k	93	1 03		50 00
		" " " " Mrs. S. M. Chotard	89	49		25 00
		Amount forward				1,089 50

Wade R. Young, mortg. note %, in % with Edw'd Nalle & Co.

1882.				
Dec'r	4.	To cash paid your mg. note due this date		1,632 60
1883.				
Feb'y	19.	" interest to this date, 77 days @ 8 %		27 94
		2½% commissions for paying above note, your % not being in funds by shipments of cotton or otherwise		40 81
				1,701 35
1883.				
Feb'y	19.	By balance at credit Wade R. Young, open %		34 15
		" " " due Edw'd Nalle & Co. on mortg. note % this date		1,667 20

E. & O. E.
New Orleans, Feb'y 19th, 1883.

83 Memr. discount % Wade R. Young.

Your mortgage note due 1-4 Dec'r, '82		1,632 60
Less 205 days discount @ 9 %	83 64	
2½ % com. for advancing	40 80	
½ brokerage	8 16	
		132 60
Net proceeds		$1,500 00

June 2, '82.

84 *Deposition of W. C. Flower.*

U. S. Circuit Court, Western Dist. of Louisiana. In Equity.

ED. NALLE & CO.
vs.
WADE R. YOUNG.

To the honl. the judges of said court:

Complainants herein respectfully show that the testimony of W. C. Flower, a competent witness in their behalf & residing in the city of New Orleans, is necessary and material herein.

Wherefore they pray that a commission issue to take the sworn answer of said witness to the annexed interrogatories, the same when so taken by a proper officer of this court to be used as evidence on the trial hereof:

Intg. 1st. What is your occupation and where do you reside?

Intg. 2nd. Are you acquainted with the parties to this suit?

Intg. 3rd. Who composed the commercial firm of E. Nalle & Co. on the 25th June, 1882?

Intg. 4th. Please state whether or not the commercial firm of Edward Nalle & Co. had any business transaction with Wade
85 R. Young during the year 1882. If so, state the extent and character of said transaction.

Intg. 5th. If in answer to the foregoing you have said that E. Nalle & Co. were the cotton factors of said W. R. Young during said year, please annex an account showing the transactions with him & for his account during said year & for the business of that year.

Intg. 6th. Did you have any agreement or understanding with said W. R. Young in relation to the business of the year other than that contained in the act of mortgage annexed to the petition herein?

Intg. 7th. If you answer the preceeding in the affirmative, state what the agreement was & when made. Was it verbal or written? If the latter, annex the writing or a sworn copy.

—. Please state whether the firm of Edward Nalle & Co. complied with the agreement made with defendant in regard to the advances called for by the act of mortgage sued on in this case.

—. Did Wade R. Young comply with his obligation under said contract? If not, in what respect did he fail to do so?

86 Intg. 10th. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or that may be material to the subject of this your examination on the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

C. J. & J. S. BOATNER,
Att'ys for Plaintiff.

A true copy.
Attest:
[SEAL.] J. B. BEATTIE, *D'y Cl'k.*

87 Circuit Court of the United States of America for the Western District of Louisiana, Holding Sessions in the City of Monroe, La.

To E. D. Craig, Esqr., U. S. commissioner, New Orleans, La.:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you W. C. Flower, of New Orleans, La., and him duly examine on the annexed interrogatories on oath touching and concerning certain matters and things in a case now pending in the said court wherein E. Nalle & Co. are plaintiffs and Wade R. Young is defendant, and the same examinations so taken and reduced to writing you certify under your hand and seal and send enclosed to this court at —— on or before the 19th day of October, 1885, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, at the city of Mon-
[SEAL.] roe, La., this 10th day of October, in the year of our Lord 1885, and of the Independence of the United States of America the 110th.

J. B. BEATTIE, *D'y Clerk.*

88 [Endorsed:] No. 48. U. S. circuit court. E. Nalle & Co. *vs.* Wade R. Young. Commission. Opened and filed April 14th, 1886. J. B. Beattie, d'y clk.

89 *Extract of Minutes.*

TUESDAY, *April 14th*, 1885.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, judge presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

On motion of counsel for pl'ff-. this case was assigned for trial on Monday, April 20th, 1885.

90 *Rule to Show Cause.*

U. S. Court, 5th Circuit & Western District of Louisiana.

E. NALLE & CO.
vs.
WADE R. YOUNG.

Plaintiffs in this case respectfully pray that defendant be ruled to show cause why the testimony of W. C. Flower, taken under commission, should not be used in evidence in this case on trial hereof.

BOATNER & BOATNER, *Att'ys.*

Service accepted.

WADE R. YOUNG.

Indorsed: No. 48. U. S. circuit court, western district of La. E. Nalle & Co. *vs.* Wade R. Young. Rule to show cause. Filed April 16th, 1885. J. B. Beattie, d'y cl'k.

91 *Extract of Minutes.*

THURSDAY, *April 16th*, 1885.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

Rule to show cause filed on behalf of pl'ff-.

Extract of Minutes.

WEDNESDAY, *May 13th*, 1885.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

On motion of counsel for pl'ff-, this case was assigned for trial on Saturday, May 16th, A. D. 1885.

Extract of Minutes.

SATURDAY, *May 16th*, 1885.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

Motion to vacate order and for production and for continuance filed on behalf of def't, and same granted.

92 *Motion to Vacate Order and for Production and Continuance.*

U. S. Circuit Court, Western District of Louisiana. In Equity.

E. NALLE & CO.
vs.
WADE R. YOUNG. } No. —.

To the honl. judges of the circuit court:

The defendant herein respectfully shows unto the court that before and prior to the last term of this honl. court this suit abated by the death of Edward Nalle, one of the partners of the commercial

firm, and upon the suggestion of the death of said partner this cause was continued for revival at said term.

That no bill of revivor or bill in the nature of a bill of revivor was filed or proper effort made to revive the suit until Friday, May 1st, when this defendant consented to accept an informal document as a bill in the nature of a bill revivor with the understanding that in accordance with the rules of the equity practice the cause should be considered revived as of course at the expiration of the fourteen days prescribed by said rule if no opposition was made thereto.

That during the period from the death of said E. Nalle to
93 the present day there — no parties to the said suit, and no proceeding could be taken by this defendant preparitory to a trial.

That on the 12th or 13th inst., and before the revival of the suit, at a time when no order could be validly made therein, the said parti-s, being one of the original plaintiffs and the heirs and legal representatives of said Nalle, before there had been any revival of the said suit as to them and before they could appear as parties to said suit, obtained from this honl. court an *ex parte* order, setting down the cause for hearing on Saturday, May 16th.

This defendant shows that no preperation has been made or *can* have been made by him for the trial of the cause, and that the plaintiffs have never produced certain documents described and called for in his answer and which are necessary and material to his defence.

Wherefore, the premises considered, he moves this honl. court to vacate said *ex parte* orders setting this cause for a final hear-
94 ing on Saturday, May 16th, and for an order directing said plaintiffs to produce, on or before the first day of the next term of this honl. court, the books, papers, and documents described and called for in his answer, and that this cause may be continued for proper and necessary proceedings according to the rules of the equity practice and the usages of the equity court.

And for such other relief as the occasion may require.

Before me, the undersigned authority, personally came and appeared Wade R. Young, defendant herein, who, being by me first duly sworn, deposeth and says that all the facts stated and allegations made in the foregoing motion are true and correct.

WADE R. YOUNG.

Sworn to and subscribed before me May 16th, 1885.

J. B. BEATTIE, *D'y Cl'k.*

[Endorsed:] U. S. C. C. In equity. No. 48. E. Nalle &
95 Co. *vs* Wade R. Young. Motion to vacate order and for production and continuance. Filed May 16th, 1885. J. B. Beattie, d'y clerk.

96 *Replication.*

U. S. Circuit Court, Western Dist. of Louisiana.

E. NALLE & Co.
vs.
WADE R. YOUNG.

The replication of Edward Nalle & Co., complainants, to the answers and please of *of* defendant, Wade R. Young.

These replicants, saving and reserving unto themselves now and at all times hereafter all and all manner of benefit and advantage of exception which may be had or taken to the insufficiency of said answer, for replication thereunto say that they *were ever* maintain their said bill of complaint to be true, certain, and sufficient in law to be answered unto, and that the said answers of defendant are uncertain, untrue, and insufficient to be replied unto by these replicants; without this, that any other matter or thing whatsoever in said answer contained material or effectual in the law to be replied unto and not herein and hereby *now* and sufficiently replied unto, confessed or avoided, traversed or denied, is true.

97 *An* which matters and things these replicants are and will be ready to aver, maintain, and prove as this honorable court shall direct, and humbly pray as in and by their said bill they have already prayed.

C. J. & J. S. BOATNER, *Solicitors.*

[Endorsed:] No. 48. Edw'd Nalle & Co. *vs.* W. R. Young. Replication to answer. Filed September 29th, 1885. J. B. Beattie, d'y cl'k.

Extract of Minutes.

SATURDAY, *October* 10*th*, 1885.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & Co.
vs.
WADE R. YOUNG.

On motion of Mess. Boatner & Boatner, solicitors for complainant, it is ordered that the time for taking testimony in this cause be extended until Monday, Oct. 19th, A. D. 1885.

98 *Extract of Minutes.*

TUESDAY, *October* 13*th*, 1885.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & Co.
vs.
WADE R. YOUNG.

On motion of Wade R. Young, defendant, and on showing to

the court that no general replication was filed in this cause until September 30th, 1885, and then filed out of term and without the allowance of the court or a judge thereof, as required by the 66th equity rule, it is now ordered that the replication be filed *nunc pro tunc*, and that the cause be continued for the purpose of taking testimony, as provided by the 69th equity rule, and the time therefor be enlarged to the first day of the April term of this court, A. D. 1886.

Extract of Minutes.

WEDNESDAY, *October* 14*th*, 1885.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

Ordered that the replication stand as filed, *nunc pro tunc*.

99 *Extract of Minutes.*

MONDAY, *October* 26*th*, 1885.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

On motion of defendant this cause was continued until the next term of court, and it is ordered that the time for taking testimony be enlarged until the first Monday of April, A. D. 1886.

Extract of Minutes.

TUESDAY, *October* 27*th*, 1885.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

This cause was assigned for hearing at Opelousas, La., on the first Monday of Jan'y, 1886.

Extract of Minutes.

OPELOUSAS, MONDAY, *January* 11*th*, 1886.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

Assigned for a hearing tomorrow.

100 *Extract of Minutes.*

MONDAY, *April 12th*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

Assigned for trial on Wednesday, April 14th, 1886.

Extract of Minutes.

THURSDAY, *April 15th*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

Motion to suppress testimony filed on behalf of complainants.

101 *Letters of W. R. Young to E. Nalle & Co. and E. Nalle & Co. to W. R. Young.*

VIDALIA, *Oct. 15th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I drew on you yesterday as usual in favor of the Richardson per $25.00.

Mrs. Chotard will consign 2 bls. by the White and will be able to ship 8 or 10 bls. this week. I find the gin and press are working slowly and ginning a tedious process. To distinguish her cotton from Mrs. Jackson's and mine, I think it better to have it shipped and sold for her ac. and the proceeds transferred to mine.

Very truly yours, WADE R. YOUNG.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Clk.*

VIDALIA, LA., *Oct. 11th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I beg to acknowledge the receipt of your favors of Sept. 25th & 30th inst., enclosing invoices, for which please accept

thanks. I am relieved to find on my return here, after an
102 absence of two weeks, that the cotton has not been eaten by the worms, and that my expectations will be fully realized.

Mrs. Chotard has been delayed in ginning for want of the idler, and has managed to get an old one repaired, and promises to begin this week. I have given her a draft on you for $25.00.

Please ship to her, at Vidalia, by return of this boat, "Natchez:"

1 bl. mess pork.
3 " K. D. meal.
6 " lime.

Very truly yours, WADE R. YOUNG.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Oct.* 14*th*, 1882.

Wade R. Young, Esq., Vidalia, La.

DEAR SIR: Your letter of 11th came to hand this p. m., and per order find invoice enclosed—am't, $50.12, at debit in account. The goods go — Mrs. Chotard, at Vidalia. Had it not been for the fear of her running out entirely we should not — shipped at pres-
103 ent high rates. It is most ruinous. Provisions are dear all over the West. The goods go in the Natchez today.

You must push matters up & send us some cotton. Don't forget to attend to this. Money is tight and cotton is not improved, & there is no good policy in holding. Will pay the $25 draft.

The people must raise pigs and corn. The miserable failure in the corn crop will put them back again. How much cotton do you count on making now? Do not fail to give us early shipments.

Resp'y, EDW'D NALLE & CO.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Oct.* 17*th*, 1882.

Wade R. Young, Esqr., Vidalia, La.:

The draft advised for $25.00 was paid yesterday. Am pleased to hear that Mrs. Chotard is about to ship cotton. That cotton can — distinguished by putting a drop letter on the bale. We prefer not to make any alteration in the account. You will oblige by shipping cotton as fast as convenient. Pork still keeps up to $26.25.

104 There is a part of your letter that we cannot decipher exactly; it is the last clause.

Very resp'y, EDW'D NALLE & CO.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Oct.* 20*th*, 1882.

Wade R. Young, Esqr., Vicksburg, Miss.

DEAR SIR: We addressed you yesterday to Vicksburg, enclosing our check for $25; today a check of yours for $25 was presented.

The check is dated 7 inst. We shall pay. This paying out of money every week to you is becoming a burden, and you must send forward cotton. Your debt is now far beyond what we agreed to give as an advance, but as goods had advanced we continue to aid you. Two bales of cotton came to hand this morning (in the bls. for Mrs. Chotard). You must put cotton in our hands to cover the cash due over and above the note account, and have the cotton in hand in time to meet notes.

We can't get along at all by being obliged to make small advances every week and only promises of cotton (not the cotton)
105 coming. We have had payments to make, and must be provided with adequate receipts of cotton to do it.

Resp'y, EDW'D NALLE & CO.

Filed April 1st, 1886.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Oct.* 19, 1882.

Wade R. Young, Esq., Vicksburg Miss.

DEAR SIR: Your letter of 17th is before us, advising the shipment by Mrs. Chotard of 2 b. c. p'r str. White. The boat is now here, but brought no cotton from Mrs. Chotard. We would be glad to have her make us a good shipment by the Natchez or Richardson. Cotton is now on the decline, and the general impression is that it will go lower, and that will rule lower during the season. We enclose you our check No. 4880 on the Citizens' Bank of N. O. for $25, payable to your order, same being for the needs of the plantation.

Very truly, &c., EDW'D NALLE & CO.,
P'r HAUSLER, JR.

N. B.—We advise all our friends to ship early & take
106 advantage of the present prices, which we consider the best.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

JACKSON, MISS., *Oct. 17th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: Mrs. S. M. Chotard sends you 2 b. c. by the White today and promises to send 8 b. c. this week. My P. O. address hereafter will be at Vicksburg, and I will be much obliged to you if you will direct there.

In sending money to Mrs. C. for the needs of the plantation I prefer to have your c'ks and will be much obliged to you if you will mail to me at Vicksburg tomorrow your c'k for $25.00.

Yours truly, WADE R. YOUNG.

4880.
Wade R. Young.
Oct. 17, '82.
Rec'd " 18 "
Ans. " 19 "

107 Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

VIDALIA, LA., *May 20th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I send enclosed the promissary note and act of mortgage, with certificate of mortgage and renunciation of prior mortgages.

The property has been, in fact, partitionary, and each owner is in possession of his separate portion, but, as often happens in such cases, no formal act of partition has been put of record.

In consequence, I think it better to mortgage the undivided half interest, and when the partition is reduced to writing and put of record the mortgage will rest upon the separate portion of the mortgage.

In other respects it is in compliance with your desire I take the liberty to give the notary a sp. d'ft on you for $6.00, to pay his costs. I will have the inscription made in Tensas (over.)

Please send to my address, in care of the wharf-boat, at Natchez, Miss., 3 doz. 1-lb. cans tomatoes, 300 good cigars, at not more
108 than $5.00 per 100; 10 lbs. Catlin's fine-cut chewing tobacco.

If you can conveniently do so, please send me a c'k for $50.00.

I will not draw on you for money; when it is needed prefer to apply to you and receive your c'k.

There is some uneasiness felt about the reports of the water coming from above, but in this particular section vigorous preparations are being made to close the few small crevasses and to guard against much more water than we are likely to have.

I have received no invoice of the last shipment of corn and oats by the Cannon. If not already sent, please send the invoice to me at this place.

Please send by return trip of this boat to Mrs. S. M. Chotard, Vidalia, La., 10 s'ks corn, 10 s'ks oats, 2 bbls. pork, 6 bls. K. D. meal, 1 bl. M. flour, 1 bbl. molasses, 4 kegs nails, 6, 8, 10, & 12; 1 box, 25 lbs., plant tobacco; ½ bbl. best brown sugar, ½ bl. best family flour, 1 b-x soap, 5 gal. C. oil, 50 lbs. grits, ½ doz. sugar-cured hams, 1 keg lard, 1 doz. cans Eagle brand condensed milk, 5 gal. syrup.

Please order from St. Louis, to be delivered to Mrs. S. M. Chotard, at Vidalia.

Very truly y'rs, WADE R. YOUNG.

109 Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

SEPT. 23RD, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: Please send by return trip of this boat to Mrs. S. M. Chotard, at Vidalia, La.—

1 keg nail-, 8 p'ny,
1 " " 10 "

and idler for a Pratt Carver 70-saw gin stand.

An idler is an iron wheel to tighten the brush band.

Mrs. C. tells me that she will be ready to gin Monday next.
I draw on you as usual for $25.00 in fav'r Cannon.

Yours truly, WADE R. YOUNG.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Sept. 25th*, 1882.

W. R. Young, Esq., Vidalia, La.

110 DEAR SIR: We will send you by the Cannon to-morrow the nails, &c., requested in your letter of the 23d, as per accompanying invoice.

Y'rs very truly, EDW'D NALLE & CO.

P. S.—You write for an idler for a Pratt Carver 70-saw gin stand The Pratt is one make, the Carver another. You say an idler is an iron wheel to tighten the band.

Inquiry at the agents for these gins informs us that an idler is a wooden wheel for the band.

The agent presumes from your description of what is needed that you want a pull-y.

He has nothing that will serve your purpose & will have to order from the factory. It will take ten days to fill the order. Please write us your wishes.

Yours, E. N. & CO.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

111 NEW ORLEANS, *Sept. 21st*, 1882.

W. R. Young, Esq., Vidalia, La.

DEAR SIR: Enclosed please find invoice meal and pork shipped you by the Yazoo this evening.

Will be pleased to have a shipment from you soon.

Very truly, EDW'D NALLE & CO.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

VIDALIA, LA., *Sept. 18th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I will be very much obliged to you if you will ship by the Yazoo next Thursday to Mrs. S. M. Chotard, Vidalia, La., 1 bl. mess pork, 3 bls. meal.

Very truly yours, WADE R. YOUNG.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

112 NEW ORLEANS, *Nov.* 29, 1882.

Wade R. Young, Esq., Vicksburg, Miss.

DEAR SIR: We have the pleasure to hand enclosed herewith account sales of cotton, which we trust you will find correct and satisfactory, upon examination:

2 MINORCA AH	79 33
6 DPJ JD.....	173 09
Eight bales—net proceeds	$252 42

to your credit in account.

Soliciting your further favors, we remain

Very respectfully, your obedient servants,

EDWARD NALLE & CO.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *May 22nd*, 1882.

Wade R. Young, Esq., Natchez, Miss.

DEAR SIR: Your letter of the 20th, inclosing note and copy of act of mortgage securing same, is just to hand. The act of mortgage is so wholly informal we return the same herewith for
113 correction. We will delay forwarding goods requested until the inaccuracies in the mortgage are cured and the papers come to us in shape.

We call your attention to defects in the mortgage seriation:

1st. You informed us that the interests of each of the heirs in the property had been liquidated by act of partition. The document sent us mentions three heirs and states that you and one of your coheirs own the property in indivision—one undivided half to each—although you supply us with no evidence of settlement with the third coheir and your mun-ent of title to the one undivided one-half. We want some evidence of your ownership fixed.

2nd. There is an inaccuracy of description in the property mortgaged to us, and that upon which the certificate of mortgage is given. This may have been oversight, but should be cured.

3rd. The certificate of mortgage is very informal, showing no dates of inscription. Such as it is, the fact appears that a mortgage stands of record in favor of Miss E. H. Young, $11,250. The act state- that Mrs. Bertha Francis Liddell intervenes in the same
114 & declares that she is the holder of a promis-ary note of yours, dated 27th of March, 1877, for $7,500.00, secured by this mortgage, which seems to have been passed years before, in 1868. How is this possible and where is the evidence that the balance of the large sum recorded against the property has been paid? If it has, why not cancel it on the record? We have no proof whatever that any of it has been paid, and the understanding between — was that the certificate should be clean and our mortgage placed first by intervention of holders of prior claims.

4th. This is the most important matter. The certificate of the recorder shows a mortgage for $20,000 in favor of the judge of Catahoula parish for the use, &c., of the minor, Sarah M. Liddell. Mary Roger Liddell intervenes and declares she is the person described as the holder of this mortgage. How is this possible? How could such a radical defect as misnomer appear in giving a mortgage to secure minor rights? You furnish *is* with no proofs that the young lady signing the act in *matter* name is the same party in whose
115 favor the inscription appears and no proof of her majority beyond a statement to this effect in the act.

You know, as a lawyer, how far this goes as proof of so important a fact.

5th. You furnish the recorder & us no proof of any seperation of property between yourself and wife, who is described in the body of the act as Mrs. Bertha Franklin Liddell & who signs the act as Mrs. Bertha T. Liddell again. We mailed you a letter on the 16th inst., telling you that as you had guarenteed the shipment to us, in consideration of the advance, 250 bales of cotton, we desired a clause inserted in the mortgage (as appears in all our acts) guar-nteeing the shipment of this number, or payment of usual commissions on any number short of this number shipped, and the additional clause that if we advanced any amount in excess of the note and mortgage that the proceeds of first shipment should be applied to this excess.

Our advance, as was positively agreed upon, was in necessary plantation supplies and family groceries to y'r family in Natchez, the whole amount to be between $250.00 and three hundred
116 dollars per month. We gave you in supplies and cash when in the city some $2,278 *dollars*, & the invoice requested in your letter, including cash, tobacco, cigars, & whiskey, &c., will be something over five hundred dollars more, and, as we fully explained to you, the nature of these demands upon us will compell us to adhere strictly to the arrangement made in the beginning with our constituents.

Please give this matter your attention, and upon the receipt by us of the mortgage, cured of the defects above memorandumed, we will fill your orders in accordance with our understanding in the beginning.

Yours very respectfully, EDWARD NALLE & CO.

P. S.—You neglected to forward the leases (transferred) as understood between us.

N. & CO.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

117 NEW ORLEANS, *June 10th*, 1882.

Wade R. Young, Esq., Vidalia, La.

D'R SIR: In looking over some papers on the desk where you sat when here we found the enclosed letter and mail it at once.

We expect to hear from you soon with the papers you are fixing

up. We hear great complaints of the cut-worm. How is your crop; any worms?

Resp'y, EDW'D NALLE & CO.

Filed Ap'l 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

VIDALIA, *June 24th*, 1882.

Mess. Edw'd Nalle & Co.

DEAR SIRS: I beg to acknowledge the rec'pt of your favor of June 20th and to return thanks for the enclosed c'k.

I wrote what you have to say about keeping — to share and will govern myself accordingly.

The heaviest part of the expense is over and the prospects
118 for a crop of cotton is favorable. I wish I could say as much for corn, but the worms have destroyed all the corn in this parish, and none will be made. I still hope, however, that we will be able to make plenty of peas and hay and other good crops.

I wrote to you some time ago requesting you to get from Leon Godchaux, on Canal St., a suit of clothes which he has made for me to pay the bill of *a* $25.00 and to send it to me. I have worn out the only pair of summer pants which I have and unless I replace them I will be compelled to go in *parvis naturalitus.*

I will esteem it a great favor if you will pay the bill and send me the clothes.

Please ship to Vidalia by return of this boat for Mrs. S. M. Chotard—

1 bl. mess pork.
4 bls. K. D. meal.
4 " lime.

You say nothing about the kit of chewing tobacco invoiced some time ago and never rec'd here.

Very truly yours, WADE R YOUNG.

We hold rec'pt of str. Natchez for tobacco and will see boat about it.

119 Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

JULY 1ST, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: When I wrote to you on Saturday last I had not visited the plantation for two weeks, and supposed that no additional expenditure of money would be required immediately. When I reached there, however, I found much remained to be done, and as it was too late to write, and as next Tuesday, the 4th of July, is general holiday and pay-day, I have taken the liberty to draw on you in favor of the str. Lee for $50.00, which I hope you will excuse. Please send by return of this boat to Mrs. S. M. Chotard, at Vidalia—

1 bl. best flour,
5 bushels peas.

Very truly y'rs, WADE R. YOUNG.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

120 NEW ORLEANS, *June* 27, 1882.

Wade R. Young, Esq., Vidalia, La.

DEAR SIR: Your favor of 24th at hand and contents noted.

We send you goods you request; invoice herewith; amount, $49.52, at your debit in account.

Have called at Mr. Godchaux's and directed them to send the clothes you mentioned for $25.

We hold receipt of str. Natchez for the pail of tobacco, & will see the boat about it when she returns.

Very truly, &c., EDW'D NALLE & CO.,
P. KAUSLER, JR.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *July 3rd*, 1882.

Wade R. Young, Esq., Natchez, Miss.

DEAR SIR: Your letter of the first is before us. The draft you mentioned was presented this morning and paid. We ship
121 you by the Cannon tomorrow evening the flour and peas; this invoice for same.

Weather extremely hot, but as it is good for the crops and the country reports so favorably we are willing to bear the infliction for awhile

Yours truly, EDWARD NALLE & CO.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

VIDALIA PARISH, LA, *July* 5, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: Please ship by the Cannon, next Tuesday, to Mrs. S. M. Chotard, at Vidalia, La.—

1 bl. mess pork.
4 bls. K. D. meal.
10 s'ks corn.
10 " oats.
2 lbs. yellow rutabegar.
2 " mangelwertzel.
2 " flat Dutch turnip seed.

Please ship at same time to me, in care of wharf-boat, at Natchez, Miss., 1 s'k bran, 1 bl. K. D. meal, 1 bl. best flour, ½ bl. white clarified sugar, 1 keg good lard, 50 lbs. rice, 50 lb grits, 10 gals. coal-oil, 1 box starch, 1 box Proctor & Gamble's family soap, 1 b-x (100) cigars like the last sent—"La Espanola."

122 The ladies complain that the first groceries, and especially the lard and sugar, were not good. Please admonish your grocers.

Tobacco and clothes received. Please accept thanks.

One of my clients telegraphed me from Washington city that h had deposited $150.00 (one hundred & fifty dollars) with Mess

Johnson & Co., bankers of that city, subject to my S. D. I leave here tonight and will not have time to draw in bank at this place. I herewith enclose draft in your favor for the amount and will be much obliged to you if you will collect and place to my credit. Please send me, if possible, by the Blanks, on Saturday evening, by mail to Natchez, a c'k for $50.00, payable to myself or bearer. I will be absent until Saturday week and I wish the c'k payable to bearer so that it can be used in my absence. At the same time I take the liberty to draw against the remittance in favor of the str. Cannon for $50.00 to pay the expenses of the —. Mrs. Chotard receives her freight by the N. R. R. & T. R. R. and I will be very much obliged to you if you will arrange with the Cannon to pay
123 the R. R. freight, so the bills can be paid together in N. O. I.

Very truly y'rs, WADE R. YOUNG.

Filed Ap'l 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *July 8th*, 1882.

Wade R. Young, Esq., Natchez, Miss.

DEAR SIR: Your letter of the 5th is to hand and noted.

The s. d. for $150.00 on Johnson & Co., Washington city, we have deposited for collection, and upon payment of same we will notify you. We enclose, as requested, one check on Citizens' bank, 4662, for $50.00, payable to your order or bearer. The goods you ordered will go forward, as you request, Tuesday, by the Cannon. This, with the check endorsed and the draft paid by us to the Cannon today—which (by the way) was for twenty-five instead of fifty, as advised by you—will leave but a small margin for you to run through on. Will send invoice Tuesday.

124 Yours, EDW'D NALLE & CO.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

DELTA, LA., *July* 12, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I have been detained away so much longer than I had expected and have been put to so much additional expense that, in addition to the two s. dfs. of which you certified in fav. of stms. Cannon and Yazoo, I have been compelled to draw another in favor of M. T. Liddell for $25.00.

I have also drawn in favor of Thos. Darity, of N. Y. city, for $50.00, which, with the three s. dfs. of $25.00 each, did about exhaust the remittance.

With thanks,

Very truly y'rs, WADE R. YOUNG.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

125 NEW ORLEANS, *July* 14*th*, 1882.

Wade R. Young, Esq., Vidalia, La.

DEAR SIR: Inclosed we hand you invoices of sundries ordered in yours of 5th; am'ts $— $—, at your debit in account. Paid your draft to str. City of Yozoo for $25.00.

Very truly, &c., EDW'D NALLE & CO.,
P. KAUSLER, JR.

Filed Ap'l 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *July* 15*th*, 1882.

Wade R. Young, Esq., Vidalia, La.

D'R SIR: The draft for $150.00 on Washington, D. C., has not been reported on yet. You will be notified when we hear from the draft. The 3 drafts for $25.00 each are paid, &c.; $50.00 Doherty draft will no doubt be in today. You must haul in and not call on us for much more aid. Money is tight and we warn you not to expect us to do much more than we engaged to do. We will
126 faithfully carry out our contract, but beyond that you will not expect much. It will be all we can do to keep up with our engagements.

With best wishes, &c.,

Very resp'y, EDW'D NALLE & CO.

Filed Ap'l 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

VIDALIA, *July* 16*th*, 1882.

Mess. Edw'd Nalle & Co.

DEAR SIRS: I beg to acknowledge the rec'pt of your favor of July 8th, which appears to have been sent by mistake to the office here instead of to the office in Natchez, as requested.

I was sorry to have to trouble you with the draft on Washington and to have to draw against it for one more than I expected, but I was compelled to leave Natchez so suddenly that I did not have time to negotiate it in bank there. There are so many demands upon our purses in these times and the supply of money is so scarce that it is difficult to wait even until we get it before spending it.
127 However, the worst is over, and I am trying to realize from my law practice. I note what you say about the state of the ac. The supplies and groceries are all on hand, and as, in addition to the $25.00, for which I drew on you in fav. of the Cannon yesterday, I find your c'k for $50.00 here, very little, if anything, will be needed before the 15th of August, and not much then. I will be very much obliged to you if you will let me know the amount of the indebtedness, so that I can govern myself accordingly. The s. d'f's in fav. of Cannon, Yazoo, Liddell, and Cannon, for $25.00 each, and that in favor of Dorety, for $50, are drawn against the draft on Washington and will be covered by the proceeds of that draft.

Crop prospects are as favorable as could be expected, and with no worms and a late frost the yield will be satisfactory. I wish I could say the same for corn, but the worms have eaten up everything except the cotton and peas, and I am now trying to make enough peas to supply the loss of the corn crop. With thanks,

Very truly y'rs, WADE R. YOUNG.

Filed April 15th, 1882.

J. B. BEATTIE, *D'y Cl'k.*

128 N. O., *July 17th*, 1882.

DEAR SIR: Have collected your draft on Washington, D. C., for $150, less 20c. collection fee. Paid your draft today, favor str. Cannon, for $25.00.

Very truly, &c., EDW'D NALLE & CO.

Filed April 15th, 1882.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, 18 *July*, 1882.

Wade R. Young, Esq., Vidalia, La.

DEAR SIR: Yours of 16th rec'd. As we wrote you yesterday, your draft on Washington for one hundred & fifty dollars has been paid, less charges, 20c., say one hundred & forty-nine $\frac{80}{}$ doll's.

Your ac. now stands with a credit of two hundred & four $\frac{68}{}$ dollars. The draft for fifty doll's has not been presented as yet. Upon payment of that draft your ac. will show that much less, say one hundred & fifty-four $\frac{68}{}$ doll's.

Very truly, &c., EDW'D NALLE & CO.,
GREEN.

129 Filed April 15th, 1882.

J. B. BEATTIE, *D'y Cl'k.*

VIDALIA, *July 29th*, 1882.

Mess. Edward Nalle & Co.:

DEAR SIRS: I beg to acknowledge the receipt of your favor of July 25th and to return thanks for the kind interest manifested. The crop here is in good condition and promising, but backward, and I have never found it safe at any time to speculate as to results. Caterpillers or a very early frost may do material damage.

I had hoped to get along until 15th of Aug. without any further demands on your kindness, but find myself compelled to draw on you today for $25.00. I note what you say about the ac., and, while thanking you, will be as economical as possible.

Very truly yours, WADE R. YOUNG.

Filed April 15th, '86.

J. B. BEATTIE, *D'y Cl'k.*

130 NEW ORLEANS, *July* 31*st*, 1882.

W. R. Young, Esq., Natchez, Miss.

DEAR SIR: Y'r favor of the 29th is to hand and noted. The draft for $25, favor steamer Jno. W. Cannon, has been presented to us and paid. Have you had two much rain, and what has been the effect upon the cotton plant?

Y'rs very truly, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

VIDALIA, LA., *Aug.* 1*st*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: Please send to Mrs. S. M. Chotard, at Vidalia, by return trip of boat St. John, 10 sacks corn, 10 sks. oats.

Please ship to same address by Cannon, next Tuesday, 8th inst., 1 bl. mess pork, 3 bls. K. D. meal, ½ bl. brown sugar.

Much complaint is made of the pork and meal shipped lately; said to be repacked and short weight.

131 Please ship to me in care wharf-boat at Natchez—

1 s'k bran, 25 lbs. best Rio coffee, ½ doz. S. C. hams, 2 pcs. white cotton, Fruit of the Loom.

Very truly y'rs, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Aug.* 4*th*, 1882.

Wade R. Young, Esq., Natchez, Miss.

DEAR SIR: Your letter of the 1st is before us.

We send by the St. John tomorrow 10 sacks oats & corn to Mrs. Chotard, as per invoice enclosed. The balance of the freight will go forward, as you request, by the Jno. W. Cannon on Tuesday next. Y'r allowance, as per original agreement, has been exhausted, and the goods you order will considerably overrun the am't. We will let these go and trust that they will see you thro' to shipping time. As we told you in the beginning, our arrangements were such that we would hold each of our constituents to the am't of advances originally agreed upon.

132 Y'rs very truly, EDWARD NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Aug.* 8*th*, 1882.

Wade R. Young, Esq., Natchez, Miss.

DEAR SIR: We are sending you by the Jno. W. Cannon this evening the articles you wrote for last week and hand you invoice enclosed.

Accompanying this please find also a statement of your acc't to

date showing a balance to your debit on open acc't of 94.01. You will perceive you have exceeded the am't agreed upon by 94.01, and we will certainly expect this invoice to carry you to shipping time. Please bear this in mind.

Yours very truly, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

133 VICKSBURG, MISS., *Aug. 29th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: If a draft, drawn on you in favor of Thomas Dority, of New York, for $100.00, should be presented for payment sooner than I anticipate, I will be very much obliged to you if you will ask the holder to await a remittance to you to cover the amount, which I will make not later than Saturday next.

Very truly y'rs, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

SEPT. 2ND, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I regret very much that the failure of my friend and client to comply with his promise to pay at least a portion of his indebtedness to me on Sept. 1st has put it out of my power to make the remittance to you to meet the payment of the draft in fav.
134 of Thos. Dority. He assures me that he goes to N. O. for the purpose of getting money to pay his debt, but I was induced to draw the draft upon his most positive assurance that the money would be forthcoming at the time designated. I am not disposed to put any more truth in his promises. I regret exceedingly that I should have so confidently relied on him as to take the liberty to draw the draft on you, but, under the circumstances, I can see nothing to be done, except to let the draft be returned to N. Y. unpaid. All my arrangements for the fall business were predicated upon the promise of payment, and, of course, I will be put to great trouble and inconvenience; but it seems to be of the nature of things that we must first work to earn money and then work to get it after we have earned it.

With expressions of my —,

Very truly y'rs, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

135 NEW ORLEANS, *May 16th*, 1882.

Wade R. Young, Natchez, Miss.

DEAR SIR: Enclosed please find memorandum of two or three clauses we wish ins'ted in the mortgage to be executed. Of course you will see to proper verbiage embodying thes- requirements.

The clauses appear in all our mortgages, and we do not remember that we called your attention to this matter specifical-y. Please attend to this and oblige, and let us have the papers at your early convenience.

Truly yours, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Dec.* 12, 1882.

Wade R. Young, Esq., Vicksburg, Miss.

DEAR SIR: We have the pleasure to hand inclosed herewith following account sales of cotton, which we trust you will — correct and satisfactory upon examination:

136 Four bales, net proceeds $131.46, to your credit in account.

Soliciting your further favors, we remain,

Very respectfully, your obedient servants,

EDWARD NALLE & CO.,

Successors to Nalle & Cammack.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

Number.	Sent by—	Rec'd by—	Check.
DDNO.....	Ex.....	A	9 paid.

Received at Vicksburg, 1.25, 1882.
Dated New Orleans, 28.

To Wade R. Young, Vicksburg:

We received no cotton from Mrs. Jackson as advised.

EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

137 Memo. discount % Wade R. Young.

Your m. note 1-4 Dec'r.....		1,632 60
Less 205 days discount 9 %.....	83 64	
2½ % commission for advancing.....	40 80	
½ % brokerage.....	8 16	
		132 60
Net proceeds.....		$1,500 00

Copy. (1.)

Wade R. Young, Esq., in account current with Edward Nalle & Co.

1882.			
May 13.	To cash paid you per receipt.....	50 00	
	" invoice meal, flour, et-., I., 54.27; fr't, 2.80	57 07	
	" " pork, meal, Mrs. C., 107.16; fr't, 7.55....	114 71	
16.	" " corn & oats, " " 32.71; " 2.80.....	35 51	

May 26.	To cash paid y'r d'ft, A. J. Chuz		6 00
30.	" invoice corn, oats, Mrs. C., 259.17; 16.00		275 17
	" " tomatoes, et-., 12.40; .50		12 90
	" cash paid you p'r rec'pt		100 00
June 13.	" " remitted you (our check)		50 00
	" invoice corn, oats, Mrs. C., 150.35; fr't, 8.95		159 30
	" " groceries, 46.80; " 1.90		48 70
20.	" cash remitted you (our check)		50 00
27.	" invoice pork, meal, Mrs. C., 49.50; " 11.05		60 57
28.	" cash paid L. Godchaux, suit clothes		25 00
July 3.	" " y'r d'ft, str. Lee		50 00
4.	" invoice flour & peas, Mrs. C., 17.78; fr't, 2.40		20 18
8.	" cash paid y'r d'ft, str. Cannon		25 00
	" " remitted you (our check)		50 00
12.	" " paid y'r d'ft, str. City of Yazoo		25 00
11.	" invoice corn, oats, Mrs. C., 110.44; fr't, 17.55		127 99
	" " bran, pork, 53.92; fr't, 3.50		57 42
138 14.	" cash paid y'r d'ft, M. J. Liddell		25 00
17.	" " " str. Cannon		25 00
21.	" " " Thos. Dority		50 00
24.	" " str. Cannon		25 00
	" invoice pork, meal, I., 34.03; fr't, 2.65		36 68
31.	Cash paid y'r d'ft, str. Cannon		25 00
Aug. 5.	Invoice corn, oats, Mrs. C		72 54
8.	" pork, meal, " "		49 55
	" bran, coffee, et-		34 52
			1,743 81

CREDITS.

1882.				
June 2.	By proceeds y'r note 1-4 Dec'r			1,50 00
		150 00		
July 17.	" coll. d'ft on Washington less	20		
				149 80
			1,649 80	
1882.				
Aug. 8.	To cash balance due Edw'd Nalle & Co. on open % this date		94 01	

E. & O. E.
New Orleans, Aug. 8th, 1882.

MEMO.

We hold y'r note, 1-4 Dec'r $1,632 60

139 Wade R. Young, Esq., in % current with Edw'd Nalle & Co.

1882.					
Aug. 8.	To cash balance as per open % rend	195	4 07		94 01
	" " paid fr't on inv., Aug. 8 (Mrs. C.)	"	17		3 90
	" " " " " " 5 "	"	48		10 75
22.	" " " y'r d'ft your own order	181	1 01		25 00
	" invoice pork, flour, et-. (Mrs. C.), 45.76; f't, 4.10	"	2 01		49 86
28.	" cash paid y'r d'ft, J. H. Caradine	175	97		25 00
29.	" invoice coffee, corn (Mrs. C.), 39.05; fr't, 3.65	174	1 66		42 70
30.	" invoice Osnaburgs (Mrs. C.), 11.30; fr't, .60	173	46		11 90
Sept. 1.	" cash paid y'r d'ft, str. St. John	171	46		12 00
4.	" " " " " " Cannon	168	93		25 00
9.	" invoice pork, meal (Mrs. C.), 38.03; fr't, 11,90	163	1 45		39 93

	13.	" cash paid y'r d'ft, M. Wexter	159	88		25 00
	15.	" " " " " your own order	157	87		25 00
	18.	" invoice bagg. & ties (Mrs. C.), 19.37; f't, 1.05	154	68		20 42
	21.	" invoice pork, meal (Mrs. C.), 37.57; fr't, 2.45	151	1 34		40 20
	23.	" cash paid y'r d'ft, str. Cannon	149	83		25 00
		" inv. flour, sugar, et-., 46.47; f't, 1.75	149	1 59		48 22
	25.	" cash paid y'r d'ft, str. Cannon	147	82		25 00
		" invoice nails (Mrs. C.), 9.15; fr't, .75	"	33		9 90
	29.	" " pork, meal (Mrs. C.), 35.57; fr't, 3.45	143	1 24		39 02
	30.	" cash paid y'r d'ft, str. R. E. Lee	142	79		25 00
Oct.	2.	" " " " " B'k. Monroe, $25.00; protest, 3.56	142	90		28 56
	12.	" cash paid y'r d'ft., Mrs. S. M. Chotard	130	72		25 00
	13.	" " " fr't on 1 cad. tobacco (May 30)	129	03		60
	14.	" invoice pork, meal (Mrs. C.), 50.12; fr't 4.60	128	1 56		54 72
	16.	" cash paid y'r d'ft, str. Richardson.	126	70		25 00
	19.	" " remitted you, our check	123	68		25 00
		" " paid y'r d'ft, J. H. Caradine	122	68		25 00
	23.	" " " fr't, str. Cannon, Aug. 8	119	03		1 45
	25.	" " " y'r d'ft, Miss. Valley bank	117	65		25 00
140						
	25.	" 2½% commission for advancing $832.96	..	..		20 82
Nov.	1.	" cash paid y'r d'ft, Mrs. S. M. Chotard	110	61		25 00
	2.	" invoice hay, bran, et-	109	1 09		44 88
	11.	" " pork, meal (Mrs. C.), 34.49; fr't, 2.10	100	82		36 59
	16.	" cash paid y'r d'ft, Mrs. S. M. Chotard	95	53		25 00
	"	" " " " " str. White	95	53		25 00
	11.	" invoice nails (Mrs. C.)	100	09		4 25
	18.	" cash paid y'r d'ft, Miss. Valley bank	93	1 03		50 00
	22.	" " " " " Mrs. S. M. Chotard	89	49		25 00
		Forward	..	34 18		1,089 50

1882.		To amount brought forward	..	34 18	1,089 50
Nov.	25.	To cash paid y'r d'ft, Miss. Valley bank	86	48	25 00
Nov.	27.	To cash telegram to you	86	..	50
	28.	" do. "	..	..	50
Dec.	11.	" do. y'r d'ft, Block & Liddell	70	40	26 45
	11.	" do. do. Mrs. S. M. Chotard	70	39	25 00
				35 45	35 45
Feb'y	19.	" commission on 207 bales cotton not shipped as per mortgage contract, @ $1.01 per bale	..	..	209 07
					1,411 47

CREDITS.

1882.						
Nov'r	1.	By proceeds 8 bales cotton	110	7 24		296 37
	7.	" " 2 " "	104	1 71		73 72
	16.	" " 2 " "	95	1 14		53 90
	20.	" " 3 " "	91	1 60		79 14
	29.	" " 8 " "	82	4 59		252 42
Dec'r	2.	" " 4 " "	79	2 05		116 98
	6.	" " 2 " "	75	1 22		72 98
	12.	" " 4 " "	69	2 01		131 46
	21.	" " 1 " "	60	53		40 51
1883.						
	26.	" " 2 " "	55	93		75 97

141

1883.						
Jan'y 10.	"	3	 40	97		109 55
27.	"	2	 23	34		66 96
Feb'y 8.	"	2	 11	12		51 31
19.	"	interest p'r column..... ..		24 45		24 45
					1,445 62	

1883.
Feb'y 19. By balance at credit Wade R. Young, open % this date and applied to the payment of his mortgage note due 1-4 Dec'r, 1882, as p'r statement note % 34 15

E. & O. E.
New Orleans, February 19th, 1883.

Copy.....(3.)

Wade R. Young, mortg. note %, in % with Edw'd Nalle & Co.

1882.		
Dec'r 4.	To cash paid your m. note due this date.....	1,632 60
1883.		
Feb'y 19.	" int. to this date, 77 days @ 8 %	27 94
	" 2½ % commissions for paying above note, your % not being in funds by shipment of cotton or otherwise.....	40 81
		1,701 35
Feb'y 19.	By balance at credit of Wade R. Young's open %..	34 15
	" To balance due Edw'd Nalle & Co. on mortg. note % this date	1,667 20

E. & O. E.
New Orleans, February 19th, 1883.

Filed April 15th, '86.

J. B. BEATTIE, *D'y Cl'k.*

142 NEW ORLEANS, *Sept. 9th*, 1882.

W. R. Young, Esq., Vidalia.

DEAR SIR: We are shipping you by the str. St. John this evening invoice of pork and meal, as usual, and enclose invoice herewith.

Y'rs truly, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

VIDALIA, LA., *Sept. 9th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: Please ship to my address, in care of wharf-boat, at Natchez, Miss., by return trip of Cannon, 1 bl. best family flour, 1 bl. K. D. meal, ½ bl. white clarified sugar, 10 gal. syrup, 10 gal. coal-oil, 1 s'k bran, 1 keg lard.

The prospects for cotton continues to improve and no signs of worms apparent. We will soon be picking and shipping and I for one shall be duly thankful that the worry of 1882 is over. It is a matter which does not fall strictly within the intendment
143 of our contract, but I have a whole handful of little people to

shod and I will be very much obliged to you if you will give the enclosed list of shoes to R. T. W. Bachman, on Camp St., under the City hotel, and direct him to fill the order.

I also have a — of 14 years who needs a suit of clothes, and I will be obliged to you if you will give the enclosed order to Godchaux and direct him to fill it at a price not exceeding $20.00.

I will also be obliged to you if you will direct him to send a pair of pants which he has made for me at a cost of $10.00.

The Cannon did not bring the pork and meal, for which the order was left last Monday, yet and I have telegraphed to call your attention to the omission.

I have received no invoice of the last shipment to Mrs Chotard.

With apologies,

Very truly y'rs, WADE R. YOUNG.

1 pr. ladies' button shoes, No. 3.
1 pr. misses' morroc-o, low heel, high top (B last), No. 13½.
1 pr. child'- spring-heel, laced, No. 9½.
1 " " " " No. 8.
1 " boy's cable shoes, No. 1.
1 " " " " No. 2.
1 pr. men's cable shoes, No. 8.
144 1 pr. servant's (woman's) very broad, No. 7.

Order from Wade R. Young, Natchez, Miss.

To Leon Godchaux, Esq., Nos. 81 & 83 Canal street, New Orleans, La.

MEMORANDA.—Please send the suit of cadet grey, if possible, a suit for fall wear.

Directions for measuring coat:

Length from 1 to 2, 17½ and 3–11½.
Arm, 4 to 5 and 6–13.
Around the breast, under the coat, 7–35½ in.
" " waist, " " " 8–31¾.
Height, 5 ft. 10 in.
Weight, 140 lbs.
Age, 14 years.

Vest:

Length from 1 to 13, 27 in.
Around the breast, under the coat, 7–35½ in.
" " waist, " " " 8–31¾.
Stooping shoulders? Yes.
Stands erect? ——.
Stooping shoulders? ——.
Square shoulders? Yes.
Answer above, yes or no.

Pantaloons:

Outside seam from top waistband, 10–3 ft. 7½ in.
Inside leg " " crotch, 12–2 ft. 10 in.

Around the waist, under the coat, 8–2 ft. 6½ in.
" " hips, " " " 14–3 ft. 1 in.
Add any other particulars of figure.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

145 VICKSBURG, MISS., *Dec.* 31*st*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I will be very much obliged to you if you will send me by return mail the plat of my plantation on Lake St. Peter, in the parish of Tensas and State of Louisiana.

Very truly y'rs, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

VICKSBURG, MISS., *November* 17*th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: As you will certainly be in receipt of cotton from Mrs. Jackson's plantation, and probably from Mrs. Chotard's, by the Natchez, I take the liberty to draw on you in favor of the Mississippi Valley bank for $50.00.

I have written to Mrs. C. to insist on her pushing the shipments of cotton and will go to Natchez by the train this evening and look after it myself.

Very truly y'rs, WADE R. YOUNG.

146 Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *May* 7*th*, 1883.

W. R. Young, Esq., Vicksburg, Miss.

DEAR SIR: Y'r letter of the 4th is before us and noted. We have placed the claim in the hands of our att'y for collection and regret that we did not do so long since.

Y'rs, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *April* 4*th*, 1883.

Wade R. Young, Natchez, Miss.

DEAR SIR: Your letter of the 2nd is just to hand and we were very, very sorry to hear of your domestic affliction. We were surprised at your silence after your last letter, but find your explination of the cause adequate.

We hope you may arrange this matter shortly, as it is im-
147 portant that we get our money.

Yours truly, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

VICKSBURG, MISS., *March 9th*, 188-.

Mess. Edward Nalle & Co.

DEAR SIRS: I am just in receipt of your favors of Feb'y 24, March 2nd, and March 5th, which I find here on my return after an absence of two weeks.

If my letters have been guarded in their tone it has been because of your threat to foreclose the mortgage. One who is threatened with a lawsuit, and especially a lawyer, never admit- a legal liability. My disposition is to pay you every dollar which you demand without any regard whatever to the question of legal liability, and I will mage no arrangement for the current year *year* which does not include such settlement. As you are aware, it has been very difficult to make such arrangement on account of the panic about high water. I have been requested by several of my friends
148 to wait until the threatened danger was passed, and as I was not pressed, except to pay the debt to you, I have thought it better to do so. The danger seems to be now passing away, and I trust that there will be little further delay.

Very truly y'rs, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *March 5th*, 1883.

W. R. Young, Vicksburg, Miss.

DEAR SIR: Your letter of the 3d is received. As the acc't we sent is in e-act accordance with the *na*torial contract executed by you, & which was discussed between us again & again, we are at a loss to understand your continued reference to your debt "without admitting liability," and "if — can settle in spirit of compromise," &c., &c. If there was any doubt in your mind we would have supposed you would have fully explained it before you obtained the advances. With this, however, we will rest contented.

You speak with certainty of effecting your arrangements.
149 We will wait again for a little while & see what will come of it.

Yours, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

NATCHEZ, MISS., *March 3d*, 1883.

Mess. Edward Nalle & Co.

DEAR SIRS: On account of the apprehension caused by the flood in the Ohio river, I have found it impossible to perfect any arrangements within the time limited for the purpose of paying the *the* debt to you.

The apprehension has, however, now subsided, and on my return to Vicksburg next week I think there will be no farther trouble and no further delay except such as will result from the time required to prepare the necessary papers. Without in any way ad-

mitting a legal liability, I am anxious, in a spirit of compromise, to have a settlement which will be satisfactory to you, and sincerely hope that it may be done.

Very truly y'rs, WADE R. YOUNG.

150 Filed April 15th, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *March 2nd*, 1883.

Wade R. Young, Vicksburg, Miss.

DEAR SIR: We have waited till the 1st March, the time fixed by you for the settlement of your mortgage note. We have heard nothing from you. Shall we send the note to our lawyer for suit?

Yours, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Feb'y 24th*, 1883.

W. R. Young, Esq., Vicksburg, Miss.

DEAR SIR: Enclosed we hand you duplicates of the sale of the 8 bales of cotton, the original of which were sent you.

Net proceeds of 6 bales...	173 09
" " " 2 "	79 33
	$252 42

We fail to see any error in the additions.

151 Yours truly, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

VICKSBURG, MISS., *Feb'y* 23, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I beg to acknowledge your favor of the 19th inclosing copy of ac. current. I find an error in the entry of proceeds of 8 bs. c., Nov. 29th, 1882.

If you refer to the ac. sales you will see that the amount should be $272.42 instead of $252.42. I call your attention to this, as it is an error that can be easily corrected, but I do not wish to be understood as acquiescing in the ac. in other respects.

Very truly y'rs, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

152 NEW ORLEANS, *Feb'y 19th*, 1883.

W. R. Young, Esq., Vicksburg, Miss.

DEAR SIR: Your letter of the 17th is received. Enclosed we hand you statement of your acc't as requested, showing am't due us,

as per mortgage contract, $1,667.20. Hoping we may soon have remittance from you to cover,

Yours resp'y, EDWARD NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

VICKSBURG, MISS., *Feb'y 17th*, 1883.

Mess. Edward Nalle & Co.

DEAR SIR: I will be very much obliged to you if you will send me a cop. of the ac. current between us.

Very truly y'rs, WADE R. YOUNG.

Filed Ap'l 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

153 VICKSBURG, MISS., *Feb'y 11th*, 1883.

Mess. Edward Nalle & Co.

DEAR SIRS: I beg to acknowledge the rec'pt of your favor of Feb'y 10th.

I can tell you nothing about the business of Mrs. Chotard, except that at the time at which I wrote she said that she had 50 bs. c. on the plantation, and that she would ship to you enough to pay her indebtedness. I know that she, in common with all the others in the overflowed district, has been very late in getting her crop gathered and shipped, and that she still has cotton to ship.

Relative to my own business, I can say as soon as I have completed the negotiation in which I am now engaged, which will be on or before March 1st, I will be prepared to pay the amount of the mortgage note.

I regret very much that you should have treated me with so little liberality, as I should have much preferred to have you receive the cotton, and all this trouble might have been avoided.

Very truly y'rs, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

154 NEW ORLEANS, *Feb'y 13th*, 1883.

W. R. Young, Esq., Vicksburg, Miss.

DEAR SIR: You say your note shall be take- up on or before the first of March. We will wait till then. We must get our money if we would continue business. We shall wait the time you have fixed, and if not then paid we will send the note to our att'y. We hope and believe this will not be necessary.

Yours truly, EDW'D NALLE & CO.

Filed April 15th, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Jan'y* 12, 1883.

Wade R. Young, Esq., Vicksburg, Miss.

DEAR SIR: On the 10th inst. we sent you acc't of sales for (3) three bales of cotton, and today steamer Natchez brings us two bales more from the Chotard plantation, making the whole number rec'd to date 41 bales. Just now the account stand- debtor $1,463.78, and the two bales cotton as above on hand & ac. chargeable
155 with interest and commissions. We do not like to keep urging a man when he is doing his best, but our needs press heavily on us and we want the money the cotton brings badly, and therefore urge you to send us large and more frequent shipments.

Resp'y, EDW'D NALLE & CO.

Filed Ap'l 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Feb'y 10th*, 1883.

W. R. Young, Esq., Vicksburg, Miss.

DEAR SIR: We real-y don't know what to think of the trifling shipments of cotton we have had from you after the letter we have received. The new year is upon us, and if we would do any business this season we must get our means together. Please let us know what provisions you will make of you- note, now long past due, as we want to know what action we will have to take.

Yours truly, EDW'D NALLE & CO.

156 Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Jan'y 2nd*, 1883.

W. R. Young, Esq., Vicksburg, Miss.

DEAR SIR: We have your letter of January 1st and are glad to see that at least the Minorca is still on the place and will be shipped us as fast as it is prepared for market. We see what you say by way of postscript of the chances of having your wife to foreclose her second mortgage. If any such proceedings are inaugurated, please advise us. As we wrote you, your note is past due, and we need our money, particularly during the month, & we must get our means together. You say there are fifty bales of cotton at the Minorca place to be shipped to us. We won't do anything now, and will be governed in any action we may take for our protection based upon the shipment of cotton during the next two or three weeks. Bear in mind, Mr. Young, that our money is very valuable to us just at this time, and please — that the cotton comes as soon as possible.

157 Y'rs, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

VICKSBURG, MISS., *Jan'y 1st*, 1883.

Mess. Edw'd Nalle & Co.

DEAR SIRS: I beg to acknowledge the receipt of your two letters, Dec. 29th and the previous letter, referr*ing* to. I did not reply to the first letter because I did not think that it called for a reply. Immediately upon receipt of that letter I went to Vidalia to inform myself as to the cause of the delay in the shipment of the cotton. I there found that there was on the plantation more than enough cotton to pay the indebtedness, but that in consequence of the backwardness of the season and the slowness of the gin 50 bs. c. were still not ginned.

That cotton is still there and will come forward to you as fast as it can be ginned and shipped.

If you see fit to exercise your privil*age* upon it I can have no objection, but it will subject us to unnecessary costs and vexation.

About my own and Mrs. Jackson's cotton I do not think
158 there could have been any misunderstanding. In my last letter I said plainly and explicitly: "I cannot and I will not consent to sacrifice every interest, depending or not, in order to have the proceeds of the sales of all the cotton imputed to the payment of the existing indebtedness."

If you had consented to allow me a fair proportion of the proceeds of the sales for necessary expenses I would have shipped every

(over)

bale of cotton to you. As it was, I was compelled to accept your reply as decisive, and for the first, and I hope the last, time in my life I was compelled to countermand the orders for the shipment of the cotton.

Your own long experience in the business must have taught you that there are necessary and unavoidable expenses all through the gathering and shipment of cotton, even where there is a loss on the crop, and if the merchant refuses to allow a proportion of the proceeds of the sales to meet such expenses I am at a loss to understand how he can expect to get the cotton. In the case to which you refer I received but 7 bs. c. from the St. Peter plantation. The plantation owed $100.00 taxes, and in order to effect a partition it was necessary to pay the taxes and to pay a tax of $160.00 on the
159 part allotted to me. My brother, W. C. Young, was the sheriff and tax-collector of Tensas parish, and my brother, S. C. Young, was the exct. of my decsd. sister, from whom*e* I derived a part of the title to a part of the property. Both insisted on immediate payment, and I allowed them to take the cotton on condition that they ship it to you. As you say, the cotton was marked with my name, and there was no desire and no attempt at consealment.

The conclusion to which I was forced from your letters was that you would make no advances, except of the pork and meal and $25.00 per week to the Minorca plantation. It is true that you very reluctantly consented to allow me some groceries for my family in Natchez, but you at the same time *you* wrote to me not to draw on you, as the Minorca plantation and the debt and had cotton enough to pay the debt. I wrote you that if you would make no advances

except to the Minorca plantation, you should expect to get no cotton except from that plantation. The delay in the shipment from that place has certainly has been much greater than I expected and has been very —, but there is nothing now to prevent the cotton from coming forward. You need feel no uneasiness about the money due. If the cotton from Minorca is not sufficient to pay the
160 indebtedness you have a mortgage on my plantation, and in making arrangements for the present year I will be ready to pay any balance remaining due.

I am more concerned about paying the commissions, as I think it hard that I should have to pay commissions on cotton which I was read- and willing to ship to you if you had been reasonable, but if I am either legal-y or moral-y obliged to pay them I will do it.

Very truly yours, WADE R. YOUNG.

Lest there should be some misunderstanding, I think it proper to say to you that in the endeavor to save the property of my father-in-law, Gen'l Liddel, on Black river, in 1870, '71, '72, and '73, I incurred some losses. I gave to one of my friend- a confession of judgment for $1,900.00 to secure him. I am informed that this confession of judgment has been recently recorded in Tensas parish. I have written him to have the inscription erased, as it can only serve to embarrass me and prevent me from paying the debt.

If he does not do so I will be compelled to have the property sold and adjudicated to my wife. This may delay me for a short while in making arrangements for the currant year; but as I have
161 always found my friend reasonable in other matters, I hope to find him so in this.

WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Clk.*

NEW ORLEANS, *Dec. 29th*, 1882.

W. R. Young, Esq., Vicksburg, Miss.

DEAR SIR: We wrote you on the 19th and have not had one word of reply. When you wrote us, after our declination to augment your indebtedness by sending any more goods to you at Natchez, you said you were able and intended shipping us two hundred bales of cotton, including that for which you had transferred to us the leases. We reluctantly reconsidered our declination and commenced sending the goods. The last of the year has come and your shipments have only reached 36 bales. Not a bale either from Vidalia, St. Peter, or elsewhere since the 11th. We have made no attempt to persue the cotton our money was advanced to make and which was pledged to us by natorial act simply because we were dealing with you. That agreement was so plain that
162 there could be no misinterpreting it, and we do want to think that we have made a mistake, and yet we cannot reconcile

your silence and non-shipment with your letters and your covenants with us.

We have received three bales of St. Peter cotton shipped by your brother, W. C. Young. Although the drop-mark is W. R. Y., the cotton shipped for his acc't and against it, he has drawn draft that we have paid.

Your note is long past due, and, calculating as we did, after our talk with you upon punctual payment at maturity, we have been disappointed and seriously unconvenienced at the outcome.

We must have our money; our needs make this imperative. Please let us hear from you.

Y'rs truly, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

163 NEW ORLEANS, *Dec.* 19*th*, 1882.

W. R. Young, Esq., Vicksburg, Miss.

DEAR SIR: We have received but five bales of cotton this month for your acc't—2 bales on the 4th and 3 on the 11th—"Minorca" cotton. The promised shipments don't come, but the weekly drafts are presented regularly. Your original debit of $1,632.00 stands almost without a credit. The drafts about keep up with the trifling shipments we get.

We paid on the day the three bales were received two drafts of yours—Block & Lemle, for $26.45, & one favor Mrs. Chotard for $25, making $51.45. Our agreement was (see our letter of Sept. 11th) that we would pay thes- drafts up to shipping time. Notwithstanding the fact that we have continued them far beyond the time & up to the period when your letters assured us your shipments would be large & prompt, the cotton don't come. We cannot pay any more drafts, unless your shipments henceforward are large enough to warrant us.

Yours, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

164 NEW ORLEANS, *Nov.* 28*th*, 1882.

Wade R. Young, Esq., Vicksburg, Miss.

DEAR SIR: Your letter enclosing plat of land is received this morning. We did not get the cotton you speak of being shipped by Mrs. Jackson, either by the Natchez or Richardson or other boat. We so telegraphed you this morning.

Yours, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

VICKSBURG, MISS., *November 27th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I return enclosed the plat of my land in Tensas. In the judicial partition I acquired, in addition to the land described in the plat, 160 acres, as described in my letter of Saturday. I will draw on you today in favor of the Miss. Valley bank for $50.00. I am beginning to be — myself at the backwardness of Mrs. Chotard in shipping cotton to you. As I can make out, she has sent you 14 bs. c., when she should have sent you at least 50 bs. c.

165 I was in Vidalia yesterday week on my way to Tensas, but, as the weather was very bad and I heard she had sent you 4 bs. c. the day before, I did not go out to the plantation. As the largest part of the indebtedness to you was contracted for her ac., I am natural-y anxious for her to ship cotton to pay it.

I hope you will receive a good shipment from her by the Richardson.

Y'rs very truly, WADE R. YOUNG.

I have requested Mr. Cohn to return to you for payment my draft of Oct. 28th for $30.00.

WADE R. YOUNG.

I had just finished the enclosed letter when I received your telegram of today. As I cannot receive your letter before tomorrow, I am left at a loss to know your reasons. You have received from Mrs. Jackson's plantation 15 bs. c., against which I have drawn only $75.00.

I wrote proposing to draw for $50.00 against cotton to be rec'd today by the Richardson and you telegraph to me not to draw. I had hoped that the controversy between us relative to the disposition of the proceeds of the cotton was settled. I wish to send to you all the cotton contracted by me, and to pay the indebtedness

166 to you as quickly as possible, but I cannot and I will not sacrifice every other interest depending or not in order to have the active proceeds of all the cotton imputed to the payment of the indebtedness. I must beg you, therefore, upon the rec'pt of Mrs. Jackson's cotton tomorrow to telegraph authorizing me to draw for $50.00, or I must make some other arrangements.

Very truly y'rs, WADE R. YOUNG.

Filed Ap'l 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Nov. 27th*, 1882.

W. R. Young, Vicksburg, Miss.

DEAR SIR: Your letter of the 25th is received in which you say you drew draft yesterday for $25 & will draw again on Monday for $50 more. Estimating value of all the cotton you have on hand, you owe us two hundred dollars in excess of the note for $1,632.60, making a total of $1,832.60.

The money market is too tight for us to be paying out heavily on every shipment, when we look for the proceeds of the small
167 shipments we have had for your acc't so far to go towards reducing y'r acc't with us & putting us in funds to meet our own obligations at a time when we need the money the most.

Don't draw any more drafts until substantial shipments of cotton are made with which to reduce your debit.

Y'rs, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

Number.	Sent by—	Rec'd by—	
27 No.....	A	S.	7 paid.

Received at Vicksburg Nov. 27, 11.33 a. —, 1882.
Dated New Orleans, 27.

To Wade R. Young, Vicksburg:

Your letter received. Don't draw; have written.

EDW'D NALLE & CO.

Filed Ap'l 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

VICKSBURG, MISS., *November* 25, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I beg to acknowledge the receipt of your favor of Nov. 17th and subsequent enclosures, and note co-tents.

168 The overseer on Mrs. Jackson's plantation has always been authorized to collect his wages in charges on cotton shipped, and I can see no reason for making a change. I have made my drafts as far and as light as possible under the circumstances, and will continue to do so, as I have been myself all the season. I suppose it is natural to the circumstances. I have — received any notice of the re'pt of the 4 bs. c. from the "Minorca" last Monday; but as I found notice of sales of two bs. c. on 23rd, I suppose it is a part of the lot. You have received 15 bales from Mrs. Jackson's pl't'n and will receive more on Monday. I do not know how much you have received from Mrs. Chotard, but I hope she will send it forward freely next week. I drew on you yesterday, in favor of the Miss. Valley bank, for $25.00, and, unless forbidden, will have to draw on you on Monday for $50.00.

Very truly y'rs, WADE R. YOUNG.

Filed April 15th, '86.

J. B. BEATTIE, *D'y Cl'k.*

169 NEW ORLEANS, *Nov. 18th*, 1882.

W. R. Young, Esq., Vicksburg, Miss.

DEAR SIR: Your letter of the 17th is received. Your promised cotton from Mrs. Jackson's pla-tation did come by the Natchez, 4 bales, burdened with ten dollars a bale, besides freight and binding charges, added to this the $50.00 draft don't leave much towards reducing your acc't. Our full statement to you of the condition of the money market and the urgency of putting us in funds meets with but little consideration from you. Yours is the lightest cotton we ever get, most of it, as you see from the acc't sale, being in the three hundreds; altogether we are sorely disappointed in the acc't shipments, charges, weights, and continual drafts. You must bring forward your cotton. Your letter always speaks of your wants; ours always seems to be of second or rather no consideration.

Y'rs, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

170 VICKSBURG, MISS., *November 14th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I will be very much obliged to you if you will send to me by mail per Natchez, next Saturday evening, at St. Joseph, Tensas parish, La., the plat of my land in that parish left with you last spring. I wish to have a judicial partition of the property made and need the plat for that purpose.

It is merely to ratify the existing partition and in no way effects existing rights.

Very truly y'rs, WADE R. YOUNG.

Mrs. C. promises shipments this week, and Mrs. Jackson's overseer writes that he will ship by the Natchez. I have sent to Mrs. C. a s. d'ft on you of this date for $25.00.

WADE R. YOUNG.

Filed Ap'l 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Nov. 11th*, 1882.

W. R. Young, Esq., Vicksburg, Miss.

171 DEAR SIR: Y'r letter of the 10th is received. Although Mrs. Chotard has sent us no cotton this month, we will let the pork & meal go up this evening. We cannot account for this delay in forwarding the crop of Minorca; it embarresses us and throws us out of all our calculations.

No consideration seems to be taken of the fact that merchants have obligations most of which always mature during the month of Nov., and that we calculate upon our constituents fulfilling their contracts with us, to facilitate us in carrying out ours.

We hope to have a good shipment from you soon.

Y'rs, E. NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Clk.*

D. P. J. | P. N. W.

VICKSBURG, MISS., *November 10th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: Mrs. Chotard writes requesting a shipment of 1 bl. pork, 3 bls. meal, and 1 keg 20-p'ny nails to her at Vidalia, and at the same time promises to make a shipment of cotton this week. As Mrs. Chotard should have shipped cotton last week and as I have written to her that I will ask for no more advances
172 until she does ship cotton, I refer the matter to you. If she makes a shipment of cotton and you are in rec'pt thereof, please send her the supplies. If not, please send them when you do receive the cotton.

Very truly y'rs, WADE R. YOUNG.

I have refferred my draft in favor str. White back to you for payment. Please pay it from the proceeds of the first cotton rec'd for ac. Wade R. Young, ag't.

WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Clk.*

VICKSBURG, MISS., *November 7th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I beg to acknowledge the receipt of your favor of yesterday, enclosing invoice of groceries, for which please accept my thanks.

I am both surprised and disappointed not to be informed of a shipment of cotton by Mrs. Chotard.

I have written to Mrs. C. that no more advances will be made
173 until the cotton is shipped. I will go to Tensas parish this evening to attend to the shipment of Mrs. Jackson's and my own cotton, and can promise you a shipment from St. Joseph by the Natchez. Please bear in mind, however, that there is a great scarcity of money in the country. Of $3,000.00 which I have earned in my law practice since July 1st I have collected but $600.00, and for the present I must depend on the shipments of cotton for provision for my family and money to pay my own expenses. I will hurry forward the cotton as rapidly as possible, and will be as moderate as possible in my demands, but if I find it necessary to draw against the shipments please do not send me to protest.

Very truly y'rs, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Clk.*

NEW ORLEANS, *Nov.* 1*st*, 1882.

Wade R. Young, Esq., Vicksburg, Miss.

DEAR SIR: We send the goods requested, as per invoice inclosed, amount, $—, at your debit in account. We will not enter
174 into any discussion. The notorial agreement, which is plain & unambiguous, is the law between us, and we have adhered to that strictly. In consideration of your pressing wants we send the goods per str. White tomorrow.

We have paid draft in favor of Mrs. Chotard for $25. Cotton is down another ⅛ today.

Very truly, &c., EDW'D NALLE & CO.,
P'r KAUSLER, JR.

Inv. next mail.

Filed April 15, '86.

J. B. BEATTIE, *D'y Clk.*

NEW ORLEANS, *Oct.* 30*th*, 1882.

W. R. Young, Esq., Vicksburg, Miss.

DEAR SIR: Your letter of the 29th just received is a surprise to us, coming from you. You say you object to having the proceeds of the Con*t*ard cotton applied to the payment of the open acc't in excess of the mortgage note, and yet it was specially stipulated in the act of mortgage embodying the agreement between us that they should be so applied, & this, to-, in the face of the fact that
the acc't is some $800 & odd *dolls.* in excess of what we
175 agreed to advance you.

You say you control*le* other cotton besides Mrs. Chotard's—your private cotton & Mrs. Jackson's. It will be time enough to consider this and to draw drafts or order goods against the proceeds when the cotton is shipped & received by us.

You threaten us to divert your cotton to some other house unless we pay your drafts and fill your orders, &c.

We do not think you will do this in the face of your positive stipulation to ship us every bale of cotton raised or controlled by you, the proceeds to be applied to the payment of your open acc't & then to the note. Do you forget that you have transferred to us all of your leases, and outside of the guarantee with mortgage contract to ship us all cotton controlled by you, this additional transfer of the cotton itself or its representations should deter you from sending your cotton elsewhere until your debt to us is paid? We have made up our minds to adhere to the agreement made with you absolutely & strictly. We will give Mrs. C. the weekly $25 & the stipulated quantity of meat & meal & no more until the acc't has been reduced. This is more than cov*a*nanted in the agreement & mortgage, but we will do this. We will expect a compliance with
176 your part of the contract, and after our interviews with you and the understanding between us we have no fear of your breaking your notarial contract with us. We will pay one of the drafts advised—the one in favor of Mrs. C. The others will go back.

The money market is tighter than we have ever seen it, and we look for no let-up next month. Our bill- for next month are very large, and the pressure will be very great, all owing to the failure of our friends to ship their cotton, as we have a right to count on under our contract with them.

You would oblige us by sending forward as soon as you possibly can all the cotton your place and the Chotard plantation have picked and ginned.

Cotton always relieves the pressure, & when your acc't has been reduced we will be pleased to attend to your orders to a moderate extent.

Y'rs truly, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Clk.*

177 VICKSBURG, MISS., *October 29th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I beg to acknowledge the receipt of your favors of 25th & 27th inst. I especially note the contents of the letter, and regret that I cannot agree to your proposition to have all the proceeds of cotton consigned imputed to the payment of the open ac., except $25.00 per week to Mrs. Chotard. I fully appreciate the difficulties with which both factors and planters have to contend and will be as moderate in my demands as possible, but I control other cotton besides Mrs. Chotard's, and if you wish to confer all payments to the needs of her plantation I must consign those other cottons to another house. Mrs. Jackson's cotton and my own will soon be ready for shipment, and in meantime I cannot allow my family in Natchez to suffer for the necessaries of life. I fully appreciate your kindness, although I have sometimes thought you very eccentric, and will send forward cottons rapidly to pay the entire indebtedness, but I must be allowed to consult the interest entrusted to me and to proce-de for those dependent on me. While doing so I hope sincerely that you will change your mind and ship the groceries by the Richardson.

178 I have drawn on you in favor of Mrs. Chotard for $25.00, in fav. steamer White for $25.00, and in fav. of A. Cahr for $30.00, which will be presented for payment in the course of the week. Mrs. Chotard write- to me that she will ship as rapidly as possible, although with the limited capacity of her gin I fear it will be slow.

Very truly y'rs, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Clk.*

NEW ORLEANS, *Oct. 27th*, 1882.

Wade R. Young, Esq., Vicksburg, Miss.

DEAR SIR: Your letter of the 25th is to hand and noted. The debit of your acc't—memorandum of which we gave you in our

last—is too large yet for us to increase the same and very the understanding between us by sending other than the weekly order to Mrs. Chotard.

When the acc't is reduced by substantial shipments, will then be in a position to ship goods to Natchez.

Y'rs truly, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Clk.*

179 NATCHEZ, *October 25th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: Please ship by return trip of the steamer Natchez to my address, in care of the wharf-boat, at Natchez, Miss., 1 b'e hay, 1 s'k bran, 50 lbs. grits, 50 lbs. rice, 1 b'x borax laundry soap, 1 b'x maccaroni, 1 English dairy cheese, 3 S. C. hams, 50 lbs. breakfast bacon, 1 bl. Irish potatoes, 1 bl. best apples.

Very truly y'rs, WADE R. YOUNG.

C. $47.

Filed April 15, '86.

J. B. BEATTIE, *D'y Clk.*

NEW ORLEANS, *Oct. 25th*, 1882.

Wade R. Young, Esq., Vicksburg.

DEAR SIR: Yours of yesterday to hand and noted. The $25 draft advised was presented and paid. Cotton off again today from ⅛ to ¼. Urge early shipments, as we look for lower prices later on.

Y'rs truly, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Clk.*

180 VICKSBURG, MISS., *October 24th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I beg to acknowledge the re'pt of your favor of yesterday advising me of the re'pt of 6 bs. c. of Mrs. Chotard, as well as of previous favor of Saturday, and note contents. I do not desir- to have any new acs. opened, and will be perfectly satisfied to have the ac. so kept that I can distinguish the sales of different lots of cotton. I do not recollect a season when it has been more difficult to get cotton to market. I trust, however, that no further trouble will occur, and as my cottons are principally rents, to be paid from the first fruits, they will come forward rapidly.

I will make the demands on you as light as possible, but, of course, with your experience in the business, you understand that cotton cannot be gathered and shipped without money. I find it too slow to await the re'pt of — from you as I at first proposed, and I have

taken the liberty to draw on you in favor of the Mississippi Valley bank for $25.00 of this date.

Y'rs very truly, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Clerk.*

181 NEW ORLEANS, *Oct.* 23*d*, 1882.

Wade R. Young, Esq., Vicksburg, Miss.

DEAR SIR: We have your letter of the 20th. The two bales alluded to in your letter of the 2nd came to us by the Natchez later in the week. The Richardson this morning brings six bales more from *from* Mrs. Chotard. We will credit to your acc't all cotton shipped, and so marked each credit of sales to avoid any confusion in the cotton. We do not care to open any new acc'ts, and under the arrangement existing there will be no necessity of it.

The debit balance of your acc't to date in excess of the note 1-4 Dec. is $806.51, making total indebtedness of $2,439.11. This does not include interest & commissions on the $806.51.

Will advise you of all receipts as requested.

Y'rs, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Clk.*

182 VICKSBURG, MISS., *October* 20*th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I beg to acknowledge the re'pt of your favor of the 19th inst. with enclosed c'k for $25.00, for which please accept thanks. You surprise me when you say that the White brought no cotton for Mrs. Chotard. I left 2 bs. c. on the bank at Vidalia Tuesday morning, consigned to you by the White, and Mrs. C. promised to ship more by the Natchez and again tomorrow by the Lee. I have used every effort to hurry cotton to market in view of a decline in prices, but have never known the crop to be so backward.

Mrs. Jackson's overseer was to begin ginning on the 15th, and he now write- to advise me that the person with whome he contracted to repair the gin failed to do the work, and that he cannot begin before the 25 inst. I will be very much obliged to you if you will let me know the amount of my indebtedness to you in excess of the proceeds of the note due Dec. 1st–4th, and if you will advise me promptly at this place of the receipt of cotton consigned.

As I have already advised you, in order to prevent confusion
183 Mrs. C.'s cotton will be consigned for her ac., of Mrs. Jackson for ac. of myself as ag't, and my cotton for my own ac.

With thanks, very truly y'rs,

WADE R. YOUNG.

Filed Ap'l 15, '86.

J. B. BEATTIE, *D'y Clk.*

NEW ORLEANS, *Sept. 30th*, 1882.

Wade R. Young, Esq., Vidalia, La.

DEAR SIR: Y'r letter of the 28th is received. We send by Natchez this evening to Mrs. S. M. Chotard the pork & meal requested as per accompanying invoice. The draft advised will be protected.

Y'rs truly, EDWARD NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

ON BOARD, *Sept. 28th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: Please ship to Vidalia by next trip of this boat, for Mrs. S. M. Chotard, 1 bl. pork, 3 bls. K. D. meal. As I leave
184 Natchez this day to be absent for ten days, I draw on you for $25.00, instead of waiting for Saturday.

Y'rs truly, WADE R. YOUNG.

Filed Ap'l 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Sept.* 23, 1882.

Wade R. Young, Esq.

DEAR SIR: Yours of the 21st inst. is rec'd. Did we see it served any good purpose would enclose copy of — to you on the 15th inst. To settle the question as to the matter of supplies, we give you the benefit of doubt and pay the draft for $25. We also send the supplies you ask of us as per invoice enclosed; am't, $—, at debit of account.

The fine weather must hasten the maturity of cotton and you must hurry forward a shipment to us. We have received your order on a few articles only, as we must not increase account now. We are d-ing for you all that you should reasonably expect.

Resp'y, EDW'D NALLE & CO.

185 No cigars such as you wish to be had; dealer is out; invoice next mail.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

BANK OF MONROE,
MONROE, LA., *Sept.* 16, '82.

D'R SIR: I must ask for you to remit us at once to cover the d'ft on E. Nalle & Co. & protest fees, as they refuse positively to pay it. D'ft & protest fees, 28.56.

Yours resp'y, LEWIS D. ALLEN, JR., *P.*

Wade R. Young, Vidalia, La.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

VIDALIA, LA., *September 21st*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I beg to acknowledge the receipt of your letter of September 18th.

The letter of the 16th to which you allude has nev-r been received either here or at Natchez.

186 In reply I can only say that it is impossible for me to transact any business with you for the reason that *that* you seem to forget what you agree to do as soon as my back is turned. At our last interview in N. O. your Mr. Flower stated to your Mr. Nalle in my presence that the demands of certain unpaid drafts which I had draw- on you in favor of certain parties was $87.00, and your Mr. Nalle said to me that the drafts should be paid. Upon that assurance I wrote to the holders of the drafts at once to return them for payment. I thought no more of the matter until I was advised from Harrisonburg that one of the drafts, for $25.00, had been presented and payment again refused, and I now refer you to the enclosed communication from L. D. Allen, which explains itself. Your reason for not sending the groceries I cannot divine.

I do not recollect that the word groceries was used in the conversation, but if you did not at the time agree to continue the advances as they had been made, including the drafts of $25.00 per week, I must confess that I do not know what an agreement is. I have none but the kindest and most pleasant feelings towards the members of your firm, and I have never failed to carry out my contract with my factor to the letter, but I cannot afford to

187 come to N. O. every time that there is a misunderstanding, and unless you pay the draft for $25.00 in favor of the Bank of Monroe and send the groceries I must respectfully request you to send up the ac. current, and I will at once pay the am't due you and make other arrangements. If I have been compelled to ask you for advances in excess of the mortgage note, I must beg you to bear in mind that it was you and not I who fixed the amount. All that I asked at first and all that I ask now is that you will do me justice, and, if it be necessary, make the advances to the amount of $10.00 per bale, as is usual with factors.

I have done my best to keep within the limit designated by you, and if it had not been for the lateness of the season might have done so. You will be in re'pt of cotton before the 15th Oct., and the time is so short that I earnestly hope you will reconsider your determination; but I cannot carry on a plantation without supplies, nor could I feed a family without groceries.

Very truly y'rs, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

188 NEW ORLEANS, *Sept. 18th*, 1882.

W. R. Young, Esq., Vidalia.

DEAR SIR: Your letter of the 16th is received. The draft for $25.00 favor Cannon will be paid when presented. We are shipping to Mrs. S. M. Chotard the bagging & ties requested, and hand you invoice enclosed. We received your last letter in regard to sending groceries to Natchez memorandumed therein. We did not send the things, and wrote you fully on the 15th our reasons.

Very truly y'rs, EDW'D NALLE & CO.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

VIDALIA, *September 16th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: In accordance with the understanding last had, I draw on you at sight for $25.00 in fav. str. Cannon. The prospect for cotton, after a week of very favorable weather, continues to improve. Please send by return trip of this boat to Mrs. S. M.

189 Chotard, at Vidalia, La., 100 yds. (1 roll) bagging, 5 bdls. ties.

I wrote by this boat a week ago requesting you to send some groceries to me in care of the wharf-boat at Natchez. As I have heard nothing in reply, I conclude the letter must have miscarried. Please send by the Cannon next Tuesday—

1 bl. meal, 1 bl. flour, 1 s'k bran, 1 bl. white clarified sugar, 1 keg lard, 10 gals. best syrup, 10 gals. coal-oil, 1 box yeast powders, "the Preston & Merrill;" 1 b'x 100 cigars, large size, in tinfoil, at $5.00.

Very truly y'rs, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

——, —— —, 1882.

W. R. Young, Esq., Vidalia.

DEAR SIR: Your letter of the 13th is received. We will pay this draft to Mr. Holman simply because of the position you are in in regard to it. You are certainly in error when you say we assured you it would be paid. We told you, as we wrote on the 11th,

190 that from the date of our interview we would send the weekly invoice of pork & meal to the place and pay the $25 in the future.

If you remember, just as you were leaving the office the writer repeated what our future course would be and begged you to bear it in mind, so that there would be no mistakes thenceforward. We have sent Mess. H. & C. Newman a check, as you requested.

Y'rs truly, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

VIDALIA, *Sept.* 13*th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I inclose herewith a letter and draft which I desire to submit to your attention. When I was in N. O. last I was assured that this draft would be paid, and so advised the holder. As there must have been some mistake, I will be very much obliged to you if you will pay the amount—$25.00—to Mess. H. & C. Newman for ac. of Carey Halloman, the writer of the letter.

191 Very truly y'rs, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

MONROE, LA., *Aug.* 19*th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: Although absent from the parish of Concordia, I have availed myself of the kind permission contained in your last letter and have continued to draw on you for the necessary expenses of the plantation in that parish. The crop continues to improve and I trust will equal, and even exceed, early expectations. Please ship by the Cannon next Tuesday to Mrs. S. M. Chotard, Vidalia, La., 1 bl. pork, 3 bls. K. D. meal.

Very truly y'rs, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

192 NEW ORLEANS, *July* 25*th*, 1882.

Wade R. Young, Esq., Natchez.

DEAR SIR: We are, in sending you, as per invoice inclosed, the pork and meal requested in your letter of the 22d, $34.03 to debit y'r acc't. The draft advised has been presented and paid.

If the conditions of the crops, &c., justify, we may advance a little in excess of what we originally stipulated to let you have, as per note & mortgage.

Write us occasionally the condition of things in y'r section.

Y'rs, EDW'D NALLE & CO.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

VIDALIA, *July* 22*d*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I beg to acknowledge the rec'pt of your favor of July 18th, advising me of the — of $154.68 remaining to my credit. As I have already advised you, the crop will require very little more expense.

My original estimate was $500.00 to June 15th, $400.00 to July 15th, $300.00 to Aug. 15th, and $300.00 to Sept. 15th. The
193 expenses *has* been greater than I expected, owing to the fact that quite a number of the hands who had contracted to

work on shares abandoned their crops, and it became necessary to replace them with hired laborers. This explains the demand which I have been compelled to make from time to time for money; it was either that or lose the crop. The work is now done. Enough corn is on hand to lay by the crop and very little more labor will be required. The requisition which I make today for $25.00 in cash and supplies will carry the plantation to August 15th and leave a bal. of about $100.00. After that time, if you are not willing to advance an additional $150.00 or $200.00, I think that I will be able to send you that amount.

Meantime, although reluctant to do so, I find myself compelled to draw on you, in fav. of the Cannon, for $25.00, which I hope you will pardon.

Please send by return trip of same boat to Mrs. S. M. Chotard, at Vidalia—

1 bl. pork, 2 bls. K. D. meal.

I wrote some time ago requesting you to make an arrangement with the Cannon to pay the bills of the railroad for freight to Mrs. Chotard's.

The supplies I forward from here by the R. R., and as all
194 the money which I can get here is needed to pay the laborers, and as I am very often absent, it would be a great convenience to have the bills paid by the Cannon and collected in N. O.

Very truly y'rs, WADE R. YOUNG.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, 20 *June*, 1882.

Wade R. Young, Esq., Vidalia, La.

DEAR SIR: Your letter of 17th rec'd, and we enclose herewith our check (# 6633) on Louisiana Nat'l B'k of this city for fifty dollars ($50), which we send in this manner to save steamboat charges.

Your understanding of the agreement between us is correct, and we intend to carry out all of its provisions, and while we send the fifty doll's we would call your attention to the fact that your ac. shows that you have drawn nearly two hundred doll's on the amount to be furnished you between June 15th and July 15th, leaving you only about one hundred to be drawn for during
195 that time. We would feel obliged to you if you would endeavor to "run close" and keep in the limits.

Very truly, &c., EDW'D NALLE & CO.

Filed April 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

VIDALIA, *June 17th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I be- to acknowledge the receipt of your favor of 13th inst. with enclosure, for which please accept thanks.

The agreement, as I understood it, was that you would advance

$500.00 from —— 15th to June 15th, $400.00 from June 15th to July 15th, $300.00 from July 15th to Aug. 15th, $300.00 from August 15th to September 15th. At the same time I have such entire confidence in your willingness to extend every accommodation in your power in the distressed condition of the country that I have been and am perfectly willing to leave it to you.

When I wrote requesting you to send $100.00 in currency it was not so much with a view to any agreement to advance as to let you know
that, in my view, an expenditure of that sum at that time was
196 necessary to save the crop. We have had two weeks of very unfavorable weather, requiring the employment of quite a number of extra laborers, *and* as I was afraid to take the risk of depending on the regular force. I have been occupied for the last two weeks attending court, but Mrs. Chotard informs me that unless you can let her have $50.00 more she will be subjected to very serious loss. These expenses, as you are aware, fall upon us most heavily in the early part of the season, and very often a crop is lost for lack of the timely expenditure of a small sum. If, then, you can let me have $50.00 more I will be very much obliged to you if you will send it to me by return of this packet.

I will keep the tomatoes, since you desire it, but will be very much obliged to you if you will find out what has become of the tub of chewing tobacco invoiced and never rec'd here.

Very truly y'rs, WADE R. YOUNG.

Filed April 15th, '86.

J. B. BEATTIE, *D'y Clk.*

197 VIDALIA, LA., *June 10th*, 1882.

Mess. Edward Nalle & Co.

DEAR SIRS: I send enclosed herewith the note, mortgage, and certificate, as desired, which I trust will prove satisfactory.

Please ship by return of this boat to Mrs. S. M. Chotard, at Vidalia, La., 10 s'ks corn, 10 s'ks oats, 5 bushels cow peas, 2 bls. mess pork, 4 bls. K. D. meal.

Please ship to my address, in care of wharf-boat at Natchez, Miss.—
5 lbs. best tea, green and black, mixed.
25 lbs. crushed loaf sugar.
10 gals. best syrup, 3 pts. olive oil.
1 b'x Bull's Head mustard.
½ doz. large S. C. hams, 1 s'k bran, 1 s'k corn, ¼ gross matches.
100 cigars of large size and medium quality, @ 5.00.
3 doz. cans salmon (2-lb. cans).
5 lb. smoked salmon.

In the last shipment I received, instead of the box of tomatoes and tub of chewing tobacco, as per invoice, 2 boxes of tomatoes. I can use only one box of tomatoes, and will be very much obliged to you if you will let me know what to do with the others.

The past two weeks has been very wet, and a large dis-
198 bursment will be required for extra labor next week to get the crop out of the grass. I am sorry to have to call on you, but

I think it better to expend than to run the risk of loosing the crop. I will consequently be very much obliged to you if you will send to me at Vidalia ($100.00) one hundred dollars in currency; silver preferred.

I will also be obliged to you if you will get from Leon Godchaux, on Canal St., a business suit of light summer material, which he has made for me; pay the bill of $25.00, or thereabouts, and send the clothes to me at Natchez.

I send herewith my contract of rent. Mrs. Chotard did not have all of hers signed, and I will send them later, with Mrs. Jackson's. With apologies for the demands on your attention which are indispensible,

Very truly yours, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

199 NEW ORLEANS, *June* 13, 1882.

Wade R. Young, Esq., Vidalia, La.

DEAR SIR: Your favor of 10th, covering mortgage & certificate, with sundry other contracts between you and your tenants, came safe to hand. We suppose all to be correct. Our Mr. Flower, who is now absent, will examine the papers when he returns.

We send you the sundries you request, although some of the goods are by no means necessary for the working of your crop or necessary to life—such as cigars, &c. These kinds of goods we are not in the habit of advancing, but have made this request of yours an exception.

Your acc't is now becoming very large and you will have to try and get on without luxury-s.

We inclose you our check, N. 3045, on Canal Bank of this city for $50, payable to your order.

You ask for $100, but we did not understand our Mr. Flower to say that you were to get any cash.

In regard to the tomatoes you ordered, 3 doz.; but as two doz. made a full case, we sent you two cases—one doz. more than you ordered. Had we have had the case broken the packing
200 would have amounted to almost the cost of extra doz.—$1.15.

You can probe-ly dispose of them at home, if you find you will be unable to use them.

Very truly, &c., EDW'D NALLE & CO.,
Pr. KAUSLER, JR.

Filed Ap'l 15, '86.

J. B. BEATTIE, *D'y Cl'k.*

NEW ORLEANS, *Nov. 15th,* 1882.

Wade R. Young, Esq., St. Joseph, La.

DEAR SIR: In compliance with your request in y'rs of the 14th inst., we send you herewith the plat you filed with us as part of the

mortgage. When you will have made it serve your —, please return, and oblige,

Yours very truly, EDW'D NALLE & CO.

Filed Ap'l 15, '86.

J. B. BEATTIE, *D'y Clk.*

201 VIDALIA LA., *April 2nd*, 1883.

Mess. Edward Nalle & Co.

DEAR SIRS: I was about to complete my arrangements for the year, when I was informed in Vicksburg a week ago of the dangerous illness of one of my children with typhoid fever. I came direct to Natchez, and only reached there in time to be present at his death. Since that time, in consequence of the prevalence of the disease and the illness of the other children, I have been unable to absent myself or to attend to business.

But as soon as the condition of my family will permit I will return and conclude the arrangements. The water has been and is still threatening, but I have escaped injury. With regrets for the unavoidable delays.

Very truly y'rs, WADE R. YOUNG.

Filed April 15, '86.

J. B. BEATTIE, *D'y Clk.*

202 *Extract of Minutes.*

THURSDAY, *April 15th*, 1886.

Court met pursuant to adjournment

Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & Co. vs. WADE R. YOUNG. } Motion to Suppress Testimony Filed on behalf of Defendant.

The cause came on as per assignment to be heard; after the introduction of testimony, the case was continued for further argument until tomorrow, Friday, April 16th, 1886.

Motion to Suppress Deposition.

U. S. Circuit Court, Western District of La.

E. NALLE & Co. vs. WADE R. YOUNG.

On motion of Wade R. Young, defendant *in pro. per.*, it is ordered that the deposition of Walter C. Flower, taken on behalf of complainants in pursuance of a commission issued out of this court, be suppressed for the reason that the written interrogatories filed by said complainants to be propounded to said Flower and the certified copy thereof served on the defendant does not contain the general interrogatory prescribed by the 71st rule of the equity practice.

203 *Motion to Suppress Testimony.*

U. S. Circuit Court, Western District of La.

E. NALLE & Co.
vs.
W. R. YOUNG.

To the honl. the judges of said court:

Plaintiffs in this cause respectfully move the court to suppress and reject the deposition of Wade R. Young, defendant, taken before J. T. Strotton, commissioner, under date of 31st Dec., 1885, on the ground that, 1st, the written agreement evidenced by the note and mortgage sued upon cannot be varied or changed by verbal testimony of a contemporaneous verbal agreement; 2sd, that the said agreement rendered by said note and mortgage cannot be enlarged by verbal evidence of a contemporaneous agreement; 3rd, that same is inadmissible under allegations of the answer.

C. J. & J. S. BOATNER, *Att'ys.*

Endorsed: No. 48. U. S. circuit court, western dist of La. E. Nalle & Co. *vs.* Wade R. Young. Motion to suppress testimony. Filed April 15th, 1886. J. W. Wheaton, clerk.

204 Endorsed: No. 48. U. S. circuit court, western district of La. E. Nalle & Co. *vs.* Wade R. Young. Motion to suppress deposition of W. C. Flower. Filed April 15th, 1886. J. B. Beattie, d'y cl'k.

Extract of Minutes.

SATURDAY, *April 17th*, 1886.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & Co.
vs.
WADE R. YOUNG.

This cause came on again to be heard. The argument being concluded, the court took time to consider.

205 *Extract of Minutes.*

MONDAY, *October 11th*, 1886.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & Co.
vs.
WADE R. YOUNG. } No. 48.

Reconventional demand filed herein assigned for trial on Tuesday, Oct. 12th, 1886.

Master's report filed.

206 *Master's Report.*

U. S. Circuit Court, Western District of La.

E. NALLE & Co.
vs.
WADE R. YOUNG. } In Equity. No. 48.

To the honorable the judges of the circuit court of the United States, fifth judicial circuit and western district of Louisiana:

The undersigned master, to whom was referred the account between the parties to the mortgage in the above-entitled cause, has the honor to report the following findings of facts:

1st. That on the 2nd day of June, 1881, the defendant, Wade R. Young, executed his note for the sum of $1,632.60 *dollars*, due and payable 1st & 4th of December, 1882, and payable to his own order, and indorsed by him in blank and made payable at the office — Edward Nalle & Co., in the city of New Orleans, who became the owners of the said note.

2nd. That in order to secure the payment of said note the defendant, Wade R. Young, specially mortgaged and hypothecated by notarial act before James P. Ball, Jr., clerk of the 9th judicial district court and *ex officio* notary public for the parish of Concordia, certain lands in the parish of Tensas, La.

3d. That the aforesaid note of the defendant, Wade R. Young, for $1,632.60 *dollars*, was discounted by the plaintiffs at 9 %
207 per annum interest, 2½ % commission for advancing, and ½ % brokerage, all amounting to $132.60 *dollars*, which left the sum of $1,500.00 *dollars* as the net proceeds of said note, which was placed to the credit of the defendant, Wade R. Young, with the plaintiffs, Edward Nalle & Co., as will appear by their account current rendered August the 8th, 1882.

4th. On the 8th of August, 1882, the plaintiffs, Edward Nalle & Co., rendered to the defendant, Wade R. Young, an itemized account for advances made to enable him to carry on his agricultural operations, showing a debit amount of $1,743.81 *dollars*, less a credit of $1,500.00 *dollars*, net proceeds of said mortgage note, and the net proceeds of a draft on Washington, amounting to $148.90 *dollars*, both amounts amounting to $1,649.80 *dollars*, leaving a balance due to the plaintiffs of $94.01 *dollars*.

5th. On the 19th of February, 1883, the plaintiffs, Edward Nalle & Co., furnished the defendant, Wade R. Young, statement of account, showing that the sum — $1,146.13 *dollars* as due by the defendant, Wade R. Young, for supplies and advances furnished him to enable him to carry on his agricultural operations
208 during the year, with the further sum of $20.80 *dollars*, being 2½ % commission on $832.96 *dollars*, and the further sum of $35.45 *dollars*, interest, and the further sum of $209.07 *dollars*, being the commissions of $1.01 *dollars* per bale on 207 b. c. not shipped as per mortgage contract, which called for 250 bales to be shipped by the defendant, Wade R. Young, to Edward Nalle & Co., plain-

tiffs, the whole of the above indebtedness amounting to $1,411.47 *dollars* on said 19th of February, 1883.

6th. The defendant, Wade R. Young, shipped from the 1st of November, 1882, to the 8th of February, 1883, to the said firm 43 b. c., amounting to $1,421.17 *dollars*, with interest on said sum, amounting to $24.45 *dollars*, making a total of $1,445.62 *dollars*, which sum deducted from the amount due plaintiffs leaves a balance of $34.15 *dollars* to the credit of the defendant, Wade R. Young, with Edward Nalle & Co., and which is placed as a credit on the note for $1,632.60 *dollars* of the defendant, Wade R. Young, and held and owned by the plaintiffs, Edward Nalle & Co.

7th. That there was due to complainant's firm on February 19th, 1883, $1,632.60 *dollars*, the amount of said note, with 77 days interest at 8 %, amounting to $27.94 *dollars*, making a total
209 of 1,660.54 dollars, less the aforesaid credit of $34.15 *dollars*, as per account rendered on the 19th of February, 1883, leaving a balance due complainants of $1,626.39 *dollars*.

All of which is respectfully submitted.

J. W. WHEATON, *Master*.

Endorsed: No. 48. U. S. circuit court, western district of La. E. Nalle & Co. *vs.* Wade R. Young. Master's report. Filed Oct. 11th, 1886. J. B. Beattie, d'y cl'k.

210 *Motion to Adopt Master's Report.*

U. S. Circuit Court, Western District of Louisiana.

E. NALLE & Co.
vs.
W. R. YOUNG.

The plaintiffs herein respectfully move the court to adopt the report of the master, J. W. Wheaton, submitted to the court on the 11th inst. & for judgment in accordance with the facts found, and for gen'l relief, &c.

C. J. & J. S. BOATNER, *Solicitors*.

Endorsed: No. 48. U. S. circuit court, western district of La. E. Nalle & Co. *vs.* W. R. Young. Motion to adopt master's report. Filed Oct. 12th, 1886. J. B. Beattie, d'y cl'k.

211 *Motion to Dismiss Reconventional Demand.*

U. S. Circuit Court, Western Dist. of La.

E. NALLE & Co.
vs.
W. R. YOUNG.

The plaintiff herein respectfully moves the court to dismiss the reconventional demand herein made by the defendants, on the ground that the same sets forth no cause of action against the plain-

tiff, and that the allegations thereof are too vague & uncertain to admit of proof or to put plaintiffs on their defense.

Respectfully submitted.

C. J. & J. S. BOATNER, *Att'ys.*

Endorsed: No. 48. U. S. circuit court, western district of La. E. Nalle & Co. *vs.* Wade R. Young. Motion to dismiss reconventional demand. Filed Oct. 12th, 1886. J. B. Beattie, d'y cl'k.

212 *Extract of Minutes.*

TUESDAY, *October* 12*th*, 1886.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

Motion to adopt master's report filed, motion to dismiss reconventional demand filed, and time granted defendant to file amended declaration.

Extract of Minutes.

WEDNESDAY, *October* 13*th*, 1886.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

Exception to master's report filed, amended reconventional demand filed.

213 *Exception to Master's Report.*

U. S. Circuit Court, West. District of La.

E. NALLE & CO.
vs.
WADE R. YOUNG. } In Equity.

To the hon. the judges of the circuit court of the United States for the west. district of La.

The defendant excepts to the report of the master, stating an account of the mortgage debt between complainants and this defendant, and for cause of exception shows—

That while the said master has stated as matter of fact that defendant's *lean* for the sum of $1,632.00 was executed in favor of complainants and the sum of $1,500.00 placed at his credit in the acc't current, and that said complainants in an ac. current rendered to defendant in February, 1883, charged the sum of $20.80, being

2½% commission for advancing $832.76, and the further sum of $35.45, interest, and the further sum of $209.07, being the commission on 207 b. c. not shipped, the said master had no authority for finding that an itemized ac. was rendered by complainants to defendants in August, 1882.

And that in fact no such itemized ac. was rendered at said
214 time and no ac. rendered at all until February, 1883.

This defendant further excepts to the finding of said master that on February 19th, 1883, there was due by defendant to complainants' firm the sum of $1,626.37.

This defendant shows that the pretended discount of his note was a mere devise to cover the exacting by complainants' firm of usurer's interest; that the sum — $1,500.00 has — been actual-y paid to defendant or placed to his credit, but a mere agreement that complainants' firm would advance to defendant from date to September 15th money and necessary supplies to the amount of $1,500.00 and take said note as security for such advances so to be made.

That said pretended discount being a mere devise to cover the practice of usury, all interest on said note is forfeited by the laws of the State of Louisiana.

That the charge of 2½% commission on the ac. current for advancing $832.45 is plainly usurious and illegal and operates the forfeiture of all interest charged in said ac. current.

This defendant further shows that he does not owe and
215 never did owe to said complainants commission on 207 b. c. or any other cotton.

That this defendant was prepared to perform his contract with said complainants in good faith and to ship and consign to them all cotton agreed to be shipped and consigned, but that said complainants willfully and wantonly and maliciously violated the contract and refused to perform their obligations and to allow to defendant from the proceeds of the cotton shipped to them any part thereof to pay the necessary expenses of carrying on his business and of having said cotton gathered and ginned and shipped to them, and by their own bad faith put it out of the power of defendant to ship and consign the cotton and thereby inflicted damages on defendant.

That this defendant is indebted to said complainants on said M. ac. Cr. and mortgage as follows:

Finding of master	$1,626 39	
Less usurious interest		$32 60
Less commission for advancing		20 80
" interest on account current		35 45
" commission on cotton		209 07
" balance		$1,228 47

All of which is respectfully submitted.

WADE R. YOUNG,
In Pro. Per.

216 Endorsed: No. 48. U. S. circuit courts, western district La. E. Nalle & Co. *vs.* Wade R. Young. Exceptions to master's report. Filed October 13th, 1886. J. B. Beattie, d'y cl'k.

Amended Reconventional Demand.

U. S. District Court, West. Dist. of La.

E. NALLE & CO.
vs.
WADE R. YOUNG.

The defendant prays to be permitted to amend his reconventional demand in damages against the plaintiffs by setting forth more specifically and in detail the character of damages complained of.

This defendant shows that most of the advances made by the said plaintiffs, as was well known to them, were made to enable Mrs. S. M. Chotard to cultivate her plantation, and that in consequence of the wrongful conduct of said plaintiffs *is* willfully and wan-
217 tonly violating their contract with this defendant and refusing to make the advances which they were obligated to make, and to allow this defendant a part of the proceeds of the cotton shipped and conveyed to them for the purpose of paying the necessary expenses of gathering and shipping the crop, this defendant was unable to control the cotton of said Mrs. Chotard, and the cotton which would have been consigned to said plaintiffs and the proceeds of which would have been imputed to the payment of the debt of defendant to said plaintiffs *were* other- disposed of without the knowledge and consent of defendant, and defendant thereby suffered a loss of $1,000.00.

That said loss was the immediate and direct consequence of the bad faith of said plaintiffs and of their wilful and wanton and malicious act in deliberately violating the obligation of their contract.

This defendant further shows that he was at said time a cotton-planter and attorney-at-law, and that his good name and credit and faithfulness in performing the obligations of his contract, in so far as lay in his power, was absolutely necessary to the prosecution of his business, both as a planter and lawyer.

That the business of the country, both that of planters and lawyers, is controlled to a large extent by the cotton factors of
218 the city of New Orleans, and that said cotton factors have an organized body known as the cotton exchange for the purpose of their own business.

That a statement from said plaintiffs, made as such statements are made, that this defendant had violated the obligation of his contract and had diverted to others the cotton pledged to said plaintiffs was calculated to ruin and would ruin the credit of defendant with the members of said cotton exchange and would seriously injure his reputation and character.

That this was well known to said plaintiffs, and, with said knowledge, they deliberately refused to perform the obligations of their contract and to allow defendant, from the proceeds of the cotton

consigned, a reasonable part to enable him to pay the necessary expenses of carrying on his business and of having the cotton gathered and ginned and shipped, and when this defendant remonstrated against such arbitrary conduct and represented that he would be compelled to make other arrangements defied this defendant to make such arrangements or to make other disposition of the cotton because of the injury which they well knew would result to the credit and character of petitioner.

That members of plaintiffs' firm had stated publicly that this
219 defendant has violated his contract and has diverted cotton pledged to them and has acted in bad faith.

That by such wrongful and malicious conduct of said plaintiffs the reputation and credit and character of this defendant have been injured in a sum largely exceeding the sum of $2,000.00.

Wherefore this defendant prays, as before, that he do have and recover judgment in reconvention against said plaintiffs for the said sum of $2,000.00, damages, and costs.

WADE R. YOUNG,
In Pro. Per.

Endorsed: No. 48. E. Nalle & Co. *vs.* Wade R. Young. Amended reconventional demand. Filed October 13th, 1886. J. B. Beattie, d'y clerk.

220 *Extract of Minutes.*

MONROE, LA., WEDNESDAY, *October* 13*th*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG. } No. 48.

Exception to amended petition filed herein came on to be heard. After argument the same was taken under advisement by the court.

Extract of Minutes.

MONROE, LA., THURSDAY, *Oct.* 14*th*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG. } No. 48.

Exception to master's report filed herein assigned for argument tomorrow, Friday, Oct. 15th, 1886.

Extract of Minutes.

MONROE, LA., FRIDAY, *Oct. 15th*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG. } No. 48.

Reconventional demand allowed and same assigned for trial on Wednesday, Oct. 20th, 1886.

221 *Extract of Minutes.*

WEDNESDAY, *October 20th*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

By consent of counsel this case was continued until Sat., Oct. 23rd, 1886.

Extract of Minutes.

SATURDAY, *October 23rd*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

By consent of counsel case continued until Wednesday, Oct. 27th, 1886.

222 *Extract of Minutes.*

THURSDAY, *October 28th*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

As per assignment, this cause came on to be heard on the reconventional demand filed on behalf of defendant, and, both sides having announced themselves ready for trial, the case was proceeded with; whereupon came the following jury, to wit:

D. G. Trousdale,
G. A. Preston,
John Gerspact,
Joe Hearn,
Chas. A. Downey,
Jas. Ray,
Jas. Bowman,
G. Surgmon,
A. Pritchard,

good and lawful men of the district, duly empanneled and sworn to try this case and a true verdict render according to the evidence. The jury being complete, the court appointed D. G. Trousdale foreman thereof, and the trial was proceeded with. The evidence being concluded, the case was partly argued, and the same continued until tomorrow, Friday, October 29th, 1886, for further argument.

223 *Extract of Minutes.*

FRIDAY, *October 29th*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & Co.
vs.
WADE R. YOUNG.

The case came on again to be heard. The jury being present, the trial was proceeded with. Upon the conclusion of the argument and charge of the court the jury retired, in custody of the marshal, to consider of their verdict, and, again coming into court, returned the following verdict:

We, the jury, find a verdict in favor of plaintiffs, E. Nalle & Co.
D. G. TROUSDALE, *Foreman.*

The verdict was ordered to be recorded and the jury discharged from further consideration of the case.

Extract of Minutes.

SATURDAY, *November 6th*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, judge, presiding.

E. NALLE & Co.
vs.
WADE R. YOUNG.

Judgment for complainant. See decree.

224 *Judgment.*

EDWARD NALLE & Co.
vs.
W. R. YOUNG.

This cause coming on regularly for trial on the reconventional demand of defendant against the plaintiffs, the verdict of the jury being in favor of the plaintiffs, and being in accordance with the evidence in this cause—

It is now ordered, adjudged, & decreed by the writ that said ver-

dict be confirmed, & that the reconventional demand of defendant herein be rejected, costs of court to be taxed.

Done, read, & signed in open court this 6th Nov., 1886.

ALECK BOARMAN, *Judge.*

Endorsed: No. 48. U. S. circuit court, western dist. La. E. Nalle & Co. *vs.* Wade R. Young. Judgment. Filed Nov. 6th, 1886. J. B. Beattie, d'y cl'k.

225 *Decree.*

U. S. Circuit Court, Western Dist. La.

EDWARD NALLE & CO. *vs.* WADE R. YOUNG. } No. 48. In Equity.

This cause having been regularly assigned for hearing on the evidence & depositions on file, and the court having considered the said evidence & oral testimony adduced at the hearing, and the law & evidence in the case being in favor of the plaintiff—

It is ordered, adjudged, & decreed that plaintiffs' mortgage on the property described in the act of mortgage annexed to the bill of complaint herein, viz:

All the right, title, and interest of said Wade R. Young in a certain tract of land & cotton plantation situated in the parish of Tensas, on Lake St. Peter, and known as the Lake St. Peter plantation, consisting of the west half of sec. 30 & west three-eighths of sec. 31, T. 11 north, R. 11 east; the E. ½ of sec. 36, in T. 11 N., R. 10 E.; the N. E. ¼ of sec. 1, in T. 10 N., R. 10 east; the N. W. ¼ of sec. 23, in T. 10 N., R. 11 E., and containing in the aggregate 1,300 acres, less 100 acres conveyed to S. Charles Young by partition between him, W. C. Young, & W. R. Young, the said interest of Wade R. Young in the above lands having been ascertained by a survey made

226 by John Johnson, surveyor, on the 15th of March, 1879—

Be, and the same is hereby, recognized & ordered to be enforced to satisfy the sum of one thousand six hundred & thirty-two ^{61} dollars, with 8 % per annum interest thereon from the 1st day of Dec., 1882, until paid, subject to the credit aforesaid, & also for the payment of the attorneys' fees stipulated by said act of mortgage, being 5 % on said amount, & the costs of this suit, to be taxed.

Done, read, & signed in open court this 6th Nov., 1886.

ALECK BOARMAN, *Judge.*

Endorsed: No. 48. U. S. circuit court, 5th circuit, western dist. of La. E. Nalle & Co. *vs.* Wade R. Young. Decree. Filed Nov. 6th, 1886. J. B. Beattie, d'y cl'k.

227 *Order of Seizure and Sale.*

United States Circuit Court, 5th Circuit, Western District of Louisiana.

E. NALLE & Co. }
vs. } No. 48. In Equity.
WADE R. YOUNG. }

The President of the United States to the marshal of the United States for the western district of Louisiana, Greeting:

You are hereby commanded that by seizure and sale of the following-described property—to wit, all the right, title, and interest of Wade R. Young in a certain tract of land and cotton plantation situated in the parish of Tensas, State of Louisiana, on Lake St. Peter, in said parish and State, and known as the "Lake St. Peter plantation," consisting of the west half of section 30 and west three-eighths of section 31, T. 11 N., R. 11 east; the east half of section 36, in T. 11 N., R. 10 east; the N. E. ¼ of section 1, in T. 10 N., R. 10 east; the N.W. ¼ of section 23, in T. 10 N., R. 11 east, and containing in the aggregate 1,301 acres, less 100 acres conveyed to S. Charles Young by partition between him and W. C. Young and Wade R. Young, the said interest of Wade R. Young in the above-
228 described lands having been ascertained by a survey made by John Johnson, surveyor, on the 15th of March, 1879—you cause to be made the sum of one thousand six hundred and thirty-two and $\frac{61}{100}$ dollars, with 8 % per annum interest thereon from 1st day of December, 1882, less a credit of seventy-four & $\frac{2}{100}$ dollars, of date 1st December, 1882, and also the sum of five per cent. attorneys' fees on the amount of this writ, and also the sum of forty-nine & $\frac{20}{100}$ dollars clerk's costs, as well as your own costs and charges.

And how you shall have executed this writ you make return to this honorable court within seventy days, as the law directs.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of Monroe, La., this the 26th day of February, A. D. 1887, and [SEAL.] of the Independence of the United States of America the 111th year.

Teste: J. B. BEATTIE, *D'y Cl'k.*

229 Endorsed: No. 48. United States circuit court, 5th circuit, western district of Louisiana. E. Nalle & Co. *vs.* Wade R. Young. Order of seizure & sale. Received in office Feb'y 27, 1887, & on the 11th day of March, same year, seized and took into my possession the following-described property: W. ½ sec. 30, W. ⅜ of sec. 31, T. 11 N., R. 11 E.; E. ½ sec. 36, T. 11 N., R. 10 E.; N. E. ¼ sec. one (1), T. 10 N., R. 10 E.; N. W. ¼ sec. 23, T. 10 N., R. 11 E., containing in the aggregate 1,301 acres, less one hundred acres conveyed to S. Charles Young by partition between him, W. C. Young, and Wade R. Young, serving notice of seizure on M. J. Liddell, *curator ad hoc,* a copy of which is hereto attached. A. C. Gibson,

U. S. marshal. By order of the attorney for plaintiff this order of sale is returned not executed, this May 7th, 1887. P. B. Weaks, d'y mar. Filed May 9th, 1887. J. B. Beattie, d'y clerk.

230 *Application for Appointment of Curator ad Hoc and Order.*

U. S. Circuit Court, Western District of La.

E. NALLE & CO.
vs.
WADE R. YOUNG.

To the honl. the judges of said court:

The plaintiffs in this cause respectfully show that the defendant herein is now absent from the State of Louisiana and has no agent therein upon whom notice of seizure & notice to appoint an appraiser of property seized under the process of this honl. court in execution of the judgment herein rendered can be served.

Wherefore they pray that a *curator ad hoc* may be appointed to represent the said Wade R. Young in the execution of said judgment & for gen'l relief, &c.

C. J. & J. S. BOATNER.

Let M. I. Liddell be appointed *curator ad hoc* to represent W. R. Young, defendant.

May 3, 1887.

ALECK BOARMAN, *Judge.*

Endorsed: No. 48. E. Nalle & Co. *vs.* Wade R. Young. Appointment of *curator ad hoc.* Filed May 4th, 1887. J. B. Beattie, d'y cl'k.

231 *Notice of Seizure and Sale.*

U. S. Circuit Court, Western District of Louisiana.

E. NALLE & CO.
vs.
WADE R. YOUNG. } No. 48.

To Wade R. Young:

You are hereby notified that by virtue of a writ of seizure and sale issued out of the above-named court in the above entitled and numbered suit, and to me directed, I have this day seized and taken into my possession the following-described property to pay and satisfy the said writ, amounting to the sum of $1,700.00 or thereabouts, with interest & costs:

Description of Property.

All the rights, titles, & interests of Wade R. Young in a certain tract of land & cotton plantation situated in the parish of Tensas, State of Louisiana, on Lake St. Peter, in said parish & State, & known as the Lake St. Peter plantation, consisting of the W. ½ of sec. 30 & W. ⅜ of sec. 31, T. 11 N., R. 11 E.; the E. ½ of sec. 36, T.

11 N., R. 10 E.; the N. E. ¼ of sec. 1, in T. 10 N., R. 10 E.; the N. W. ¼ of sec. 23, in T. 10 N., R. 11 E., & containing in the aggregate 1,301 acres, less 100 acres conveyed to S. Charles Young by partition between him & W. C. Young & Wade R. Young—

232 The said interest of Wade R. Young in the above-described lands having been ascertained by a survey made by Jno. Johnson, surveyor, on the 15th of March, 1879.

E. T. LAMKIN,
D'y U. S. Marshal.

Endorsed: No. 48. U. S. circuit court, west. dist. of La. E. Nalle & Co. *vs.* Wade R. Young. Notice of seizure & sale. Filed May 6th, 1887. J. B. Beattie, d'y cl'k.

Rec'ed the within notice of seizure and sale in office, at Monroe, La., May 4th, 1887, with certified copy thereof, and on same day, month, and year made service by leaving certified copy at residence of M. L. Liddell, *curator ad hoc*, in the city of Monroe, with Mrs. M. J. Liddell.

E. T. LAMKIN,
D'y U. S. Marshal.

233 *Notice to Appoint Appraisers.*

U. S. Circuit Court.

E. NALLE & CO.
vs.
WADE R. YOUNG. } No. 48.

To M. J. Liddell, Esq., *curator ad hoc*:

Take notice to appoint an appraiser, to act in your behalf, to appraise the property seized in the above-entitled suit, and which property will be sold in due time to satisfy the judgment rendered herein; and you will have your appraiser at St. Joseph, La., on Saturday, the 7th day of May, 1887, at the hour of twelve o'clock m., in order to qualify for his said duties, failing in which the United States marshal will appoint one to act in your behalf.

E. T. LAMKIN,
D'y U. S. Marshal, Western District of Louisiana.

United States marshal's office, Monroe, La., May 5th, 1887.

Endorsed: No. 48. E. Nalle & Co. *vs.* Wade R. Young. Notice to appoint an appraiser. Filed May 6, 1887. J. B. Beattie, d'y cl'k.

234 Rec'd the within notice to appoint an appraiser, with certified copy thereof, in office, at Monroe, La., May 5th, 1887, & on same day, month, & year made service on M. J. Liddell, *curator ad hoc*, by handing certified copy to him, in his office, in the city of Monroe.

E. T. LAMKIN,
D'y U. S. Marshal.

Extract of Minutes.

TUESDAY, *October* 11*th*, 1887.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & Co. *vs.* WADE R. YOUNG. } No. 48.

Rule to show cause filed, and it is ordered by the court that Hon. A. C. Gibson answer instanter.

235 *Rule on Marshal to Release Property.*

U. S. Circuit Court, West. Dist. of Louisiana.

E. NALLE & Co. *vs.* WADE R. YOUNG. } No. 48. In Equity.

To the honl. the judges of the circuit court of the United States for the western district of Louisiana:

The defendant herein respectfully shows that the marshal of this court in executing a decree in a foreclosure-sale suit rendered in this honl. court has seized and taken into his possession the mortgaged property, with all the fruits and rents and revenues thereof, and has appointed a keeper or custodian of said property and has deprived this defendant of the possession and use and improvement of his property pending the foreclosure proceedings in this honl. court.

This defendant respectfully shows that this honl. court is a court of equity in which the pleadings are required to be conducted according to the equity rules provided by the Supreme Court of the United States, and that the marshal of this court has no power, right, or authority in executing a decree in a foreclosure-sale suit to seize and take into his possession the mortgaged premises and the fruits and rents and revenues of said premises and to appoint
236 a keeper or custodian and to interfere with and disturb this defendant as mortgagor in the possession, use, and enjoyment of his property and of the fruits and rents and revenues.

That it is a well-settled rule of the equity practice, binding on this honl. court and on the marshal of this court, that the purchaser at a sale made in execution of a foreclosure-sale decree is a mere preferred bidder and acquires no title to the property until the sale has been confirmed by the court.

That it is an equally well-settled rule that until such sale and confirmation the mortgagor is entitled to the possession, use, and enjoyment of the property and of the fruits and rents of the property, unless a receiver has been appointed according to the practice of this court.

That the marshal in executing the decree in this suit has proceed- according to the practice of the courts of the State of Louisiana, under the direction of solicitors for complainants, and in doing so have violated the rules of this court, exceeded the power and authority conferred on him, and inflicted damage and injury on this defendant.

Wherefore, the premises considered, this defendant prays that Albert C. Gibson, Esq., the marshal of this court, be ordered to
237 show cause instanta- why he should not desist and refrain from disturbing and interfering with this defendant in the possession, use, and enjoyment of his property and of the fruits and rents and revenue of such property, and that after a hearing the said marshal be ordered to release such attempted seizure, and to remove his said keeper or custodian, and to proceed hereafter in this suit according to the ways and practice of this court as a court of equity.

WADE R. YOUNG, *Pro Se.*

Endorsed: No. 48. U. S. circuit court, western district of La. E. Nalle & Co. *vs.* Wade R. Young. Rule on A. C. Gibson, Esq., U. S. marshal, to release property. Filed Oct. 11th, 1887. J. B. Beattie, d'y cl'k.

238 *Extract of Minutes.*

WEDNESDAY, *Oct. 12th*, 1887.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG. } No. 48. In Equity.

On motion of Wade R. Young, Esq., solicitor, it is ordered that the intervening petition of Mrs. Bethia F. Young be allowed and served. Opposition to confirmation of sale filed.

239 *Intervening Petition of Mrs. B. F. Young.*

To the honl. the judges of the circuit court of the United States for the western district of Louisiana:

Mrs. Bethia F. Young, wife of Wade R. Young, a resident and citizen of the State of Mississippi, brings this her bill and intervening petition, by her husband and next friend, against the commercial firm of Edward Nalle & Co., composed of Walter C. Flower, a resident and citizen of the State of Louisiana; Mrs. Mary Nalle, wife of Eustis F. Gilson, residents and citizens of the State of Virginia, and Mrs. Angelica Nalle, wife of Theodore I. Albert, and her said husband, resident and citizen of the Republic of Mexico, and against the said Mrs. Mary Nalle, and complains and says—

That she was married to her said husband in the month of October, 1865, and resided with him continually in the State of Louisiana until the month of February of the year 1876.

That in the year 1870 complainants father, St. John R. Liddell, di-d in the parish of Catahoula and State of Louisiana, where he had resided for many years prior to his death and where
240 complainant was born and reared, and dying left to complainant a policy of insurance on his life for the sum of $5,000.00 (five thousand dollars); that said sum of five thousand dollars was collected by her said husband for complainant and by him converted to his own use and to the use of the community existing between them.

That her said farther, dying, left to her a large estate in the said parish of Catahoula and State of Louisiana, consisting of property, real and personal, which was sold at probate sale in the year 1871 and complainant's interest therein adjudicated to her said husband for his own sole use, benefit, and advantage and for the use, benefit, and advantage of the community existing between them, and that after deducting complainant's share of the debts of the estate from the price of the adjudication there remained legally and justly due to complainant by her said husband and by the community the sum of $2,500.00, two thousand five hundred dollars, which was never paid to complainant, but is still due to her by her said husband, and that her said husband has so received of the para-
241 phernal moneys and paraphernal property of complainant the said sum of $7,500.00 (seven thousand five hundred dollars), which was never paid to complainant nor to any person for her, but which was by him converted to his own use, benefit, and advantage and to the use, benefit, and advantage of the community and is now legally and justly due to complainant by her said husband.

That in the year 1868 Margaret A. Young, William C. Young, and her said husband, Wade R. Young, as joint owners of that certain tract of land or cotton plantation lying, being, and situate in the parish of Tensas and State of Louisiana, on the lake St. Peter, known as the St. Peter plantation, and described as set forth in the act of mortgage, a duly certified copy of which is annexed hereto and marked Exhibit A, mortgaged and hypothecated the said plantation unto and in favor of Miss Eliza H. Young to secure their joint and several promissory note for the sum of $11,250.00 (eleven thousand two hundred & fifty dollars), with (8) eight per cent. per annum interest from January 1st, 1867.

That in the year 1876, by a transaction between her said husband and Mrs. S. P. Metcalfe, as sole surviving legatee of Miss Eliza H. Young, and this complainant, an undivided (4/9) four-ninths
242 of said note and mortgage, being the individual indebtedness of her said husband thereon, was transferred and assigned to complainant by the said Mrs. S. P. Metcalfe with special and express warranty, a new note in *removal* of such indebtedness executed and delivered to her and accepted by her in replacement of his paraphernal moneys and paraphernal property so secured and converted by her said husband, a certified copy of which act is hereto annexed and marked Exhibit B.

That in the year 1881 complainant brought suit against her said husband in the 9th district court for the parish of Tensas and State of Louisiana and obtained judgment therein on the — day of ——, ——, for the said sum of $7,500.00, seven thousand five hundred dollars, and interest, with a recognition of her mortgage on the property described and a decree dissolving the community of acque-ts and gains between her and her said husband, a copy of which is hereto annexed, marked Exhibit C; that in the year 1882 her said husband, desiring to execute a mortgage on said property in favor of the said commercial firm of Edward Nalle & Co. to secure advances
243 of money and supplies to enable him to car-y on certain planting operations in the State of Louisiana, at the request and instance of said E. Nalle & Co., applied to complainant to renounce her prior right of mortgage in favor of said E. Nalle & Co. by authorizing the canceling and erasure of the inscription of the mortgage transferred and assigned to her by said Mrs. S. P. Metcalf and to give to said E. Nalle & Co. the first mortgage on said property; that said E. Nalle & Co. were well advised and informed of the existence of such prior mortgage in favor of complainant, and refused to make such advances unless complainant consented to have the inscription of her mortgage canceled and erased, and thus seek to give them priority of rank.

That for the purpose of so renouncing her mortgage in favor of said E. Nalle & Co. and of giving to them priority of rank complainant, in conformity to the directions of the attorney for said E. Nalle & Co., executed a mandate and power of attorney authorizing the canceling and erasure of her mortgage, and upon such authority her said mortgage was attempted to be cancelled.

That a mortgage was then executed by her said husband in favor of said E. Nalle & Co. to secure the payment of his note for
244 the sum of $1,632.60, with eight per cent. per annum interest from December 1st, 1882, until paid, and duly recorded; that the inscription of the mortgage in favor of complainant was then renewed or a new inscription made, and it was then attempted to have complainant renounce her mortgage in favor of said E. Nalle & Co. and to give to them a mortgage prior in rank and superior to hers.

That at the October term of this court for the year 1886 a decree was rendered at the suit of E. Nalle & Co. against her said husband to foreclose the said mortgage, and the amount of the indebtedness fixed at the sum of $1,632.61, sixteen hundred and thirty-two $\frac{61}{100}$ dollars, less $74.02, seventy-four $\frac{2}{100}$ dollars, principal and interest, penalties and costs, and a sale of the mortgaged property ordered.

That final process issued in execution of such decree, and in obedience thereto the marshal advertised the mortgaged property for sale for cash on Saturday, July 2d, 1887.

That on said day the property was appraised according to the requirement of the Louisiana law, and, by direction of the solicitors for said E. Nalle & Co., offered to the highest bidder for cash at not less than $\frac{2}{3}$ of the appraised value.

245 That said property was appraised by competent and disinterested persons at the sum of $6.000.00, six thousand dollars, and, no bid having been made, was advertised, by direction of solicitors for said E. Nalle & Co., for sale on a credit of twelve months, according to the practice of the courts of Louisiana.

That on Saturday, July 30th, 1887, her said husband, as defendant in said suit, served a notice on said marshal that a prior encumbrance existed on said property, in favor of complainant, for the said sum of $7,500.00, seven thousand five hundred dollars, and interest, as shown by the certificate of mortgage, and that any sale or attempted sale of said property for a price less than the amount of such prior encumbrance would be absolutely null and void, and protested against the acceptance of any bid for a less sum than the amount of such prior encumbrance.

That, notwithstanding such notice and protest, said marshal, acting under the direction of solicitors for said E. Nalle & Co., accepted the bid of one of them for the sum of $2,000.00, two thousand dollars. Complainant shows that the attempted renunciation of

246 her rights of mortgage on said property in favor of said E. Nalle & Co., by authorizing and directing the erasure and canceling of her mortgage, is invalid, null, and void, and of no effect by the laws of Louisiana.

That by the statute law of said State mar-ied women above the age of twenty-one years can, with the consent of their husbands, by act passed before a notary public, renounce in favor of third persons their matrimonial, dotal, paraphernal, and other rights, provided that the notary public, before receiving the signature of any married woman, shall detail in the act and explain verbally to said married woman, out of the presence of her husband, the nature of her rights and of the contract she agrees to.

That such law provides the only way in which a married woman can renounce her matrimonial, dotal, paraphernal, and other rights in favor of third persons on real property situated in the said State of Louisiana, and that a substantial compliance with the proviso of the act requiring the notary to detail in the instrument and

247 explain verbally to the wife, out of the presence of the husband, the nature of her rights, etc., is essential to the renunciation, which is otherwise invalid.

That there was no compliance or pretence of compliance with the requirements of the proviso nor of the act in the execution of the mandate by complainant authorizing and directing the erasure and canceling of her said mortgage.

That said E. Nalle & Co. were fully informed and advised of the existance of the mortgage in favor of complainant, and, upon the opinion of an attorney of their own selection and a member of their said firm, and for some object or purpose of their own not known to complainant, directed and insisted that complainant should renounce or attempt to renounce in such way.

That such an act as an act of renunciation is absolutely null and void and of no effect, and that the contract with said E. Nalle & Co. by which complainant executed the mandate authorizing and

directing the canceling and erasure of her mortgage in order to give priority of rank to the mortgage in favor of said E. Nalle & Co. was not a compliance with the requirements of the law, but an attempted evasion of a prohibitory law of the State.

248 That such mortgage in favor of complainant still exists in full force and unimpaired by such attempted renunciation and is the first incumbrance on said property, superior in rank and prior to the mortgage in favor of said E. Nalle & Co., and that by the statute law of the State of Louisiana no sale and adjudication could be made to a purchaser for less than the amount of such mortgage, and such attempted sale and adjudication would be absolutely null and void and of no effect.

That the marshal of this court, acting under the direction of solicitors for said E. Nalle & Co., having a full knowledge of the prior and superior encumbrance existing in favor of complainant, has accepted the bid of Mrs. Mary Nalle, also of said firm, for the said sum of $2,000.00, in violation of said prohibitory law.

That said E. Nalle & Co. or one of them pretends to have paid the taxes on the mortgaged property for the year- 1882, 1883, 1884, 1885, & 1886, amountin- to the sum of $624.60, six hundred & twenty-four $\frac{60}{100}$ dollars, and to have become subrogated by

249 such payment to the right of privilege and mortgage existing in favor of the State of Louisiana and parish of Tensas, and claim a priority of lien on the mortgaged *company* over this complainant in consequence of such payment and subrogation.

That no such taxes were legally due on said mortgaged property, and no such privilege and mortgage to secure the payment of such taxes existed, and the said E. Nalle & Co., and the said Mrs. Mary Nalle for them, acquired no right by such payment and attempted subrogation.

That the revenue acts of the State of Louisiana for the years 1880, 1882, 1884, and 1886, in pursuance of which such taxes were levied and such liens pretended to have been acquired, are unconstitutional, null, and void, as being repugnant to and in conflict with the requirements of article 203 of the constitution of the State, and that all assessments made thereunder and all taxes imposed thereby and in pursuance thereof and all proceedings had to enforce the collection of such taxes are illegal, null, and void.

That the article 203 of the constitution of the State provides that taxation shall be equal and uniform throughout the ter-ito-

250 rial limits of the authority — the tax, and all property shall be taxed in proportion to its value, to be ascertained as directed by law; that in order to arrive at such equality and uniformity the General Assembly shall, at its first session *offer* the adoption of the constitution, provide a system of equality and uniformity in assessments based upon the relative value of property in different parts of the State, and that the valuation put upon the property for the purpose of State taxation shall be taken as the proper valuation for purposes of local taxation in every subdivision of the State.

That the intent of this provision and the necessity for such requirement *was* well understood at the time of the adoption of the

constitution and of the first session of the General Assembly held thereafter.

That by the constitution of 1812 the General Assembly was vested with all legislative powers over that of unequal and partial taxation.

That to remedy the risk which resulted from the abuse of legislative action the following provision was embodied in the constitution of 1845: "Taxation shall be equal and uniform throughout the State. After the year 1848 all property on which taxes
251 may be levied in the State shall be taxed in proportion to its value, to be ascertained as directed by law.

No one species of property shall be taxed higher than another species of property of equal value on which taxes shall be levied."

That the same *precision* was embodied in the constitution of 1882 and included with some modifications in the constitution of 1868.

That it was considered a sufficient compliance with the aforesaid requirement for the legislation to direct that all property should be estimated at the full cash value.

Revised Statutes of 1886, p. 464, sec. 22.
Revised Statutes of 1870, p. 464, sec. 3276.
Acts of 1877, No. 96, p. 139, sec. 18.

That these acts remitted the valuation of property for purposes of taxation to the discretion of the inspection assessors or local boards of police or tribunals specially designated by law, and were found to be unequal in their operation and not to serve the purpose of securing equality and uniformity of taxation.

That it was a matter of public notoriety at and before the adoption of the constitution that in many of the parishes of the State, and especially in the interior and upland parishes, the rate
252 of assessment bore no relation whatever to the value of the property, and that as a consequence the burden of taxation was unequal and oppressive to the tax-payers of the other parishes, and the revenues of the State diminished.

That in order to correct this risk and to relieve the tax-payers from the burden of unequal and oppressive taxation and to increase the revenues of the State the additional provision was embodied in the constitution of 1879:

"In order to arrive at this equality and uniformity of taxation the General Assembly shall, at the first session after the adoption of the constitution, provide a system of equality and uniformity of assessments, based upon the relative value of property in different portions of the State."

That this injunction was mandatory and imposed on the *Grand* Assembly the imperative duty of providing such system.

That the first General Assembly after the adoption of the constitution was convened in the city of New Orleans, in the month of January, 1880, and at its first session an act was framed in
253 obedience to the constitutional mandate providing a system of equality and uniformity of assessments based upon the relative value of property in different portions of the State, and submitted to said body for legislative enactment.

That a majority of the members of said *Grand* Assembly refused to obey or give any effect to the constitutional mandate, and enacted in the stead thereof section 18 of the act No. 77, providing that all real and personal property subject to taxation should be estimated by the assessor at its cash value, under such rules as might be established by a system of equalization of the property of the State under article 203 of the constitution.

That said General Assembly thus recognized the duty imposed on it by said constitutional requirement, but failed and refused to perform such duty, and relegated such performance to some future time or to some other body, and made no provision whatever for a system of equality and uniformity in assessments.

That subsequent legislatures have taken no notice whatever of said constitutional mandate, but have continued to direct as heretofore that property shall be assessed at its cash value, to be
254 fixed in the discretion of the assessor, a local tribunal, without any regard whatever to the relative value of property in different portions of the State.

That in consequence of such failure and neglect on the part of the first and succeeding legislatures to obey and give effect to the constitutional provision taxation is not equal and uniform throughout the ter-itorial limits of the State, but is dependant on the interest, prejudice, or caprice of the local tribunals.

That in the parish of Orleans and in the alluvial parishes, and especially in the parish of Tensas, when local interests require the imposition of heavy taxes and the exaction of large contributions for local purposes the authorities have combined, and, for the purpose of evading the constitutional limitation on the rate of taxation or percentage to be levied, have increased the assessments, without any regard to the relative value of property in other portions of the State, whereas in the interior, and especially in the upland parishes, the assessments have been reduced.

That the present system of assessment as directed by the
255 revenue acts for the year- 1880, 1882, 1884, and 1886 is in direct conflict with the aforesaid mandate and the requirement of article 203 of the constitution of the State that taxation shall be equal and uniform throughout the ter-itorial limits of the State, and is unequal and oppressive.

For which reasons complainant is advised and believes and charges that the several revenue acts of the State of Louisiana for the years 1880, 1882, 1884, and 1886 aforesaid are unconstitutional, null, and void; that the taxes—State, district, and parish—levied in pursuance thereof are illegal, and that the State, district, and parish acquired no lien, privilege, and mortgage by virtue of such assessment and could convey none to the said ——.

That the solicitors for said E. Nalle & Co. were well advised at the institution of the foreclosure suit that the attempted renunciation of her rights of mortgage by complainant was invalid and null and void, and that the first and prior incumbrance on said property existed in favor of said complainant for the said sum of $7,500 00, seven thousand five hundred dollars, and interest, but

that, notwithstanding said advice and information, said solicitor and said E. Nalle & Co. failed and refused to make com-
256 plainant a party to the proceedings, according to the practice of this honl. court as a court of equity, but has caused said proceedings to be conducted in entire disregard of complainant's rights, and have endeavored to have the mortgaged property sold and adjudicated to one of themselves for a vile price, and have made it impossible for complainant to bid on said property for the protection of her said rights by the oppressive and unjust requirement that the purchaser should pay in cash immediately at the time of sale the whole purchase-money in advance of the confirmation.

That by the practice of courts of equity, which from long standing, habitual use, and uniform judicial acquiescence has become law—law in England, law for the courts of equity of the United States, and law in many States of the Union except as it may have been modified by the legislature of the State—the sale, until confirmed by the court, gives no title to the purchaser.

That if the renunciation of this complainant is invalid and of no effect, as charged, no valid sale of the property can be made for a price not exceeding the amount of her prior mortgage, and such attempted sale would be and is absolutely null and void.

That if such renunciation, for any reason not known to
257 this complainant, is valid and binding, this complainant has a well-recognized right, according to the usage and practice of courts of equity, to redeem the mortgaged property by paying and satisfying the amount of such prior encumbrances, if any such there be.

That until the priority of liens has been determined, according to the rules and practice of this court, so that all conflicting claims may be adjusted and the parties may act intelligibly and a valid title be assured to the purchaser and a sale be made for the best interest of the parties concerned, it is impossible for this complainant to so act as to protect her rights in the premises, and that for the purpose of securing such equitable protection it has become necessary for this complainant to intervene in such foreclosure suit and to oppose the confirmation of the sale in order that a reference may be made to determine the priority of lien and adjust all conflicting claims.

Wherefore, the premises considered, the complainant prays to be allowed to file this intervention *pro interresse suo*, that the said Walter C. Flower and the said Mrs. Mary Nalle and Eustis F. Golson, her husband, and the said Mrs. Angelia Nalle and Theodore
258 I. Abbet, her husband, and the said —— ——, be summoned to answer by writ of *writ of* subpœna served on their said solicitor.

That the sale of the mortgaged property made by the marshal on the 30th day of July, 1887, be not confirmed, but that said sale be set aside.

That a reference be made, according to the rules and practice of this court, as a court of equity, to have the priority of lien determined

and all conflicting claims adjusted in order that complainant may act intelligibly for the protection of her rights, a valid title be assured to the purchaser, and a sale made for the best interest of all parties concerned.

That the attempted renunciation by this complainant of her right of mortgage in favor of said E. Nalle & Co. by authorizing and directing the canceling and erasure of her mortgage be decreed invalid, and such canceling and erasure be decreed null and void and of no effect, and such mortgage recognized as the first and superior encumbrance on said property, and that the revenue act of the State of Louisiana for the years 1880, 1882, 1884, and 1886 be
259 declared unconstitutional, null and void, as being repugnant to and in conflict with the requirement of article 203 of the constitution of the State, and the taxes levied in pursuance thereof be decreed illegal and of no effect, and the inscription of the privilege and mortgage in favor of the State, levee, district, and parish be erased.

And for such necessary orders and other and further relief in the premises as equity and the nature and circumstances of the case may require.

WADE R. YOUNG, *Solicitor.*

Further prays that if it be held that the renunciation by this complainant is valid and binding and that the inscription of the privilege and mortgage in favor of the State, levee, district, and parish for the years 1882, 1883, 1884, 1885, and 1886 is legal, and that such encumbrances are prior to and superior in rank to the mortgage of this complainant, she be allowed as a junior encumbrancer to redeem the mortgaged property by paying and satisfying the amount of such prior encumbrances.

WADE R. YOUNG, *Solicitor.*

260 Endorsed: No. 48. E. Nalle & Co. *vs.* Wade R. Young. Intervening petition of Mrs. B. F. Young. Filed Oct. 12th, 1887. J. B. Beattie, d'y cl'k.

261 *Opposition to Confirmation of Sale.*

U. S. Circuit Court, Western Dist. of Louisiana.

E. NALLE & CO. *vs.* WADE R. YOUNG. } In Equity.

And now comes the defendant herein for the purpose of opposing the confirmation of the sale of the mortgaged property made by the marshal of this court on the 30th day of July, 1887, and for cause of opposition says:

1st. That the complainants herein in a foreclosure-sale suit in this honl. court, a court of equity, in which the proceedings are required to be had according to the equity rules prescribed by the Supreme Court of the United States and the practice of the high court of chancery in England, have attempted to proceed according to the

practice of the courts of the State of Louisiana, in which there exists no distinction between law and equity, and have proceeded in gross disregard and violation of the rules and practice so prescribed for the conduct of such causes in this court.

2sd. That it is an elementary principle of the equity practice that all parties interested must be made parties, so as to do justice embracing the whole subject, and that both prior and subsequent mortgages are proper and may be necessary parties to a foreclosure suit.

262 That the solicitors for complainants were advised at the institution of the proceedings that there existed a prior encumbrance upon the mortgaged property fully equal to or exceeding its value, and that by the statute law of the State of Louisiana no valid sale of said property could be made for a price not exceeding the amount of such prior encumbrance, and that such complainants, notwithstanding such notice, have failed and refused to make such prior encumbrancer a party to the suit and to have the priority of liens determined according to the rules and practice of this court, so that all conflicting claims might be adjusted and a valid title assured to the purchaser and a sale made for the best interest of all parties concerned, but, to the manifest detriment and injury of this defendant, have insisted upon proceeding in gross disregard and violation of the rules and practice of this court without proper and necessary parties, and have by so doing depreciated the value of the property, prevented other persons from bidding, and attempted to acquire the property for themselves at a vile price.

3rd. That the first and prior mortgage on said property was
263 executed by Margaret A. Young, this defendant, and William C. Young, in the year 1868, in favor of Miss Eliza H. Young to secure their joint and several promissory note for the sum of eleven thousand two hundred and fifty dollars, with (8) eight per cent. per annum interest from January 1st, 1867.

That in the year 1876, by a transaction between this defendant and Mrs. I. P. Metcalfe, as sole surviving legatee of Miss Eliza H. Young and Mrs. Bethia Frances Liddell, wife of this defendant, an undivided ($\frac{4}{9}$) four-ninths interest in said mortgage, being the undivided indebtedness of this defendant therein, was transferred and assigned to the said Mrs. Bethia Frances Liddell by the said Mrs. I. P. Metcalfe, with special and express warranty, a new note in renewal of such indebtedness executed and delivered to her and accepted by her in replacement of her paraphernal moneys and paraphernal property received by her said husband and converted to his own use.

That in the year 1880 the said Mrs. Bethia Frances Liddell, wife, brought suit against this defendant in the 9th district court for the parish of Tensas and State of Louisiana, and obtained judg-
264 ment therein on the — day of —— for the said sum of $7,500.00 and interest, with a recognition of her mortgage, and a decree dissolving the community of acquets and gains.

That in the year 1882 this defendant, desiring to execute a mortgage on said property in favor of the complainants, E. Nalle & Co.,

to secure advances of money and supplies to enable him to carry on certain planting operations in which he was then engaged in the State of Louisiana, at the request and instance of the said E. Nalle & Co. applied to his said wife to renounce her prior right of mortgage in favor of said E. Nalle & Co. by authorizing the canceling and erasure of the inscription of her mortgage on said property, and then give to said E. Nalle & Co. the first mortgage on said property.

That said E. Nalle & Co. were well advised and informed of the existence of such prior mortgage, and refused to make such advances unless the said wife consented to have the inscription of her mortgage cancelled and erased, and thus seek to give them priority of mortgage.

That for the purpose of so renouncing her mortgage in favor of said E. Nalle & Co. and of giving to them priority of rank
265 the said wife, in conformity to the directions of the attorney for said E. Nalle & Co., executed a power of attorney authorizing the canceling and erasure of her mortgage, and upon such authority the said mortgage was attempted to be cancelled.

That a mortgage was then executed by this defendant to said E. Nalle & Co. to secure the payment of his note for the sum of $1,632.61, with eight per cent. per annum interest from December 1st, 1882. until paid, and duly recorded.

That the inscription of the mortgage in favor of the said wife was then renewed or a new inscription made, and it was thus attempted to have said wife renounce her mortgage in favor of said E. Nalle & Co., and to give them a mortgage prior in rank and superior to hers.

That at the October term of this court for the year 1886 a decree was rendered, at the suit of E. Nalle & Co. against this defendant, to foreclose the said mortgage, and in said decree the amount of the indebtedness has been fixed at the sum of $1,558.59 and interest, penalties, and costs.

That final process has been issued in execution of such decree, and in obedience thereto the marshal of this court advertised
266 the mortgaged premises for sale or for cash on Saturday, July 2d, 1887.

That the said day the property was appraised in accordance with the requirement of the Louisiana law, and by direction of the solicitors for complainants offered to the highest bidder for cash at not less than $\frac{2}{3}$ of the appraised value.

That said property was appraised by competent and disinterested appraisers selected by complainants and by this defendant at the sum of $6,000.00, six thousand dollars, and, no bill having been made, was readvertised, by direction of complainants' solicitor, for sale on a credit of (12) twelve months, according to the practice of the courts of Louisiana.

That on Saturday, the 30th day of July, 1887, the day fixed for said sale, this defendant served a notice on the marshal that a prior encumbrance existed on said property in favor of his said wife for the said sum of $7,500.00, seven thousand five hundred dollars, and

interest, as shown by the mortgage certificate, and that any sale or attempted sale of said property for less than the amount of said prior encumbrance would be absolutely null and void, and
267 protested against the acceptance of any bid for less than the amount of such prior encumbrance.

That notwithstanding said notice and protest said marshal, under the direction of the solicitors for complainant-, accepted the bid of one of the said complainants for the sum of $2,000.00 (two thousand dollars).

This defendant shows that the attempted renunciation of her rights by his said wife in favor of said E. Nalle & Co. by authorizing and directing the erasure and cancelling of her mortgage is invalid, null and void, and of no effect by the laws of Louisiana.

That by the statute law of said State married women above the age of twenty-one years can, with the consent of their husbands, by act passed before a notary public, renounce in favor of third persons their matrimonial, dotal, paraphernal, and other rights: Provided, that the notary public, before securing the signature of any married woman, shall detail in the act and explain verbally to said married woman, out of the presence of her husband, the nature of her rights and of the contract she agrees to.

268 That such law provides the only way in which a married woman can, in the State of Louisiana, renounce her matrimonial, dotal, paraphernal, and other rights in favor of third persons, and that a substantial compliance with the proviso of the act requiring the notary to detail in the instrument and explain verbally to the wife, out of her husband's presence, the nature of her rights, etc., is essential to the renunciation, which is otherwise invalid.

That there was no compliance or pretense of compliance with the requirements of the proviso nor of the act in the execution of the mandate by the said wife authorizing and directing the erasure and canceling of her said mortgage.

That said E. Nalle & Co. were fully informed and advised of the existence of the mortgage in favor of said wife, and upon the opinion of an attorney of their own selection and a member of their said firm and for some object or purpose of their own, not known to this defendant, directed and insisted that said wife should renounce or attempt to renounce in such way.

That such an act, as an act of renunciation, is absolutely
269 null and void and of no effect, and that the contract with said E. Nalle & Co. by which the said wife executed the mandate authorizing and directing the canceling and erasure of her mortgage in order to give priority of rank to said mortgage to said E. Nalle & Co. was not a compliance with the requirements of the law, but was an attempted evasion of a prohibitory law of the State.

That said mortgage in favor of said wife still exists in full force and unimpaired by such attempted renunciation and is the first encumbrance on said property, superior in rank and prior to the mortgage in favor of said E. Nalle & Co., and by the statute law of the State of Louisiana no sale and adjudication could be made to a purchaser for less than the amount of such mortgage, and such at-

tempted sale and adjudication would be absolutely null and void and without effect as to the said wife and as to this defendant.

That equity and the practice of this court and the interests of all parties concerned require a reference to settle the priority of liens and encumbrances before any sale is made, in order that the parties interested may act intelligibly as to bidding at the sale and a valid title be conveyed to the purchaser, and that said Mrs. Bethia
270 Frances Liddell, as the holder of such prior encumbrance, is a necessary and indispensable party to the suit.

4th. That the marshal, acting under the order and direction of the solicitors for complainants, in the second advertisement of the property and credit of twelve months, required the purchaser, out of the price of adjudication, to deduct and pay in cash the amount of printing, marshal's and clerk's fees, as well as State, parish, fifth levee district, and five cents an acre land tax due on said property, the amount so to be paid in cash being about $990.00, nine hundred and ninety dollars.

That by the statute law of the State, where the sale is made under the judgment order and decree of the State court by the sheriff, who is authorized to accept the bid and execute the conveyance and distribute the proceeds, and is a ministerial act which, if made conformably to law, is valid and binding, the purchaser can be required to deduct and pay in cash the amount of the costs and of the taxes actually due to the State and parish.

That of the sum of $990.00, nine hundred and ninety dollars, so pretended to be due, much the largest part was claimed by
271 said complainants or one of them for taxes claimed to have been paid by them or by him on the property, with special subrogation to the lien privilege and mortgage of the State, the legality of which is contested by this defendant and by his said wife as mortgagee.

That the statute contemplates the payment of taxes justly and legally due to the State and parish, and not the enforced discharge of liens claimed by third persons, the legality and validity of which is denied.

That in this honl. court, where the proceedings are required to conform to the equity rules and to the practice of the high court of chancery in England, the sale is, in contemplation of law, the act of the court, made through the instrumentality of an officer who is the agent of the court, and must report to it his doings in the execution of the order, and the sale, until confirmed, passes no title to the purchaser, who is a mere preferred bidder.

For such reason it is a settled doctrine with the courts of equity that although the person appointed to conduct the sale may properly require that the purchaser shall deposit or pay some portion of the price in cash at the time of sale, as a security for the per-
272 formance of his contract, not so large as reasonably to deter persons from bidding, a requirement of the immediate payment in cash of the whole purchase-money at the time of sale is an oppressive and unjust act towards the mortgagor, and a sufficient ground for setting aside the sale.

That this defendant could have arranged with a responsible purchaser to bid for said property the sum of $5,000.00, five thousand dollars, to be paid upon the confirmation of the sale and the passing of a valid title, free of all liens and encumbrances, but that such purchaser was deterred and all other persons were deterred from bidding by the oppressive and unjust requirement that the purchaser shall pay the cash to the complainants, the sum of $990.00, nine hundred and ninety dollars, in discharge of liens for taxes, the legality of which was contested, and in advance of the confirmation of the sale by the court, at the risk, in the event of the sale being set aside, of losing such cash payment so made.

That this defendant filed a protest with the marshal before the sale against such oppressive and unjust requirement, but
273 that the said marshal, acting under the orders and direction of the solicitors for complainants, disregarded such protest and persisted in such oppressive and unjust act.

5th. That at the offering of the said mortgaged premises made by the said marshal on the 30th day of August aforesaid the bidding was opened by the solicitor for complainant- at the sum of $1,500.00, a bid for a larger sum made by this defendant on behalf of a responsible purchaser, and the bidding so continued until that by said solicitors for complainants reached the sum of $3,200.00 and that by this defendant the sum of $3,250.00.

That upon being informed by this defendant that the purchaser would not comply with the oppressive and unjust requirement to pay at once in cash to the complainants the said sum of $990.00 the said marshal announced that he would not accept the bid of this defendant, but would accept the bid of complainants' solicitor for $3,200.00.

That the said solicitor for said complainants then demanded to withdraw his bid for $3,200.00 and substitute therefor his first bid for $1,500.00, and the said marshal, against the protest of
274 this defendant, allowed the said solicitor to withdraw his said bid for $3,200.00 and accepted from him a bid for $2,000.00 on behalf of Mrs. Mary Nalle, one of said complainants.

That by such and divers and sundry other wrongful and oppressive acts, in gross disregard and violation of the settled rules and principal-s of the equity practice and jurisprudence, the said complainants and the said marshal have deterred other persons from bidding at the sale, have prevented the acceptance of the bid made by this defendant, an officer of this honl. court, on behalf of a responsible bidder, and have attempted to procure the conveyance of the mortgaged property to one of said complainants at a vile price.

6th. That although the decree of foreclosure sale was rendered at the October term of this honl. court for the year 1886, the said marshal, acting under the order and direction of complainants' solicitor, postponed the sale from time to time, and made no offering of the property until July 2d, 1887, a time when said solicitors and said marshal well knew that no bidders would be present, and if present and disposed to bid would not be able on account of the dull
275 season and the scarcity of money to comply with the inequi-

table and oppressive terms of the sale as directed by said solicitors.

That said marshal on the day of sale, July 30th, 1886, knowing that no bidders were present and that a compliance with said oppressive terms would be impossible and that it was his duty to postpone the sale, did propose to postpone said sale until the month of October, 1887, when he might proceed intelligibly, under the order and direction of this court, and make a sale, in the discharge of his duty, for the best interests of all parties, but allowed himself to be influenced by solicitors for complainant- and to be induced to make such sale on said day, when he well knew that no bidders would be present other than the complainants, and thereby aided said complainants to obtain said property for one of themselves at a vile price.

7th. That said E. Nalle & Co. or one of them pretended to have paid the taxes on the mortgaged property for the years 1882, 1883, 1884, and 1885, amounting to the sum of $419.34, four hundred and nineteen $\frac{34}{100}$ dollars, with interest, penalties, and costs, and to have become subrogated by such payment to the rights of
276 privilege and mortgage existing in favor of the State of Louisiana and parish of Tensas, and claimed to be paid by preference from the proceeds of the sale of the mortgaged property the said sum in cash, and induced the marshal to make the payment of such sum a condition precedent to the acceptance of any bid from any person other than one of themselves.

That there was also pretended to be due on said mortgaged property, for the year 1886, for State, parish, and district levee taxes, the further sum of $189.20, one hundred and eighty-nine $\frac{20}{100}$ dollars, and the said marshal, under the direction of said solicitors for complainants, made the payment of this sum in cash also a condition precedent to the acceptance of any bid.

That no such taxes were legally due on such property, and no such privilege or mortgage to secure the payment of such taxes existed, and the said E. Nalle & Co. and the said Walter C. Flower for them acquired no rights by such payment and subrogation.

That the revenue acts of the State of Louisiana for the years 1880, 1882, 1884, and 1886, in pursuance of which such taxes were
277 levied and such lien pretended to have been acquired, are unconstitutional, null, and void, as being repugnant to and in conflict with the requirements of article 203 of the constitution of the State, and that all assessments made thereunder and all taxes imposed thereby and in pursuance thereof and all proceedings had to enforce the collection of such taxes were illegal, null, and void.

That the article 203 of the constitution of the State provides that taxation shall be equal and uniform throughout the ter-itorial limits of the authority levying the tax, and all property shall be taxed in proportion to its value, to be ascertained as directed by law.

That in order to (secure) arrive at such equality and uniformity the General Assembly shall, at its first session after the adoption of the constitution, provide a system of equality and uniformity in

assessments based upon the relative value of property in different portions of the State, and that the valuation put upon the property for the purpose of State taxation shall be taken as the proper
278 valuation for purposes of local taxation in every subdivision of the State.

That the intent of this precision and the necessity for such requirement were well understood at the time of the adoption of the constitution and of the first session of the General Assembly held thereafter.

That by the constitution of 1812 the General Assembly was vested with all legislative powers, even that of unequal and partial taxation.

That to remedy the evils which resulted from the abuse of legislative discretion the following provision was embodied in the constitution of 1845: "Taxation shall be equal and uniform throughout the State. After the year 1848 all property on which taxes may be levied in this State shall be taxed in proportion to its value, to be ascertained as directed by law." No one species of property shall be taxed higher than another species of property of equal value on which taxes shall be levied.

That the same provision was embodied in the constitution of 1852 and incorporated with some modification in the constitution of 1868.

That it was considered a sufficient compliance with the aforesaid requirement for the legislation to direct that all property should be estimated at its full cash value.

279 R. S. of 1856, p. 464, sec. 22.
R. S. of 1870, p. —, " 3276.
Acts of 1877, No. 96, p. 139, sec. 18.

That these acts remitted the valuation of property for purposes of taxation to the direction of the respective assessors or local boards of police or tribunals specially designated by law, and were found to be unequal in their operation and not to serve the purpose of securing uniformity and equality of taxation.

That it was matter of public notoriety at and before the adoption of the constitution that in many of the parishes of the State, and especially in the interior and upland parishes, the rate of assessment bore no relation whatever to the value of the property, and that as a consequence the burden of taxation was unequal and oppressive to the tax-payers of the other parishes, and the revenues of the State diminished.

That in order to correct this evil and to relieve the tax-payers from the burden of unequal and oppressive taxation and to increase the revenues *the revenues* of the State this additional provision was embodied in the constitution of 1879: "In order to arrive at this equality and uniformity of taxation the General Assembly shall, at its first session after the adoption of the constitution, pro-
280 vide a system of equality and uniformity in assessments, based upon the relative value of property in different portions of the State."

That this injunction was mandatory and imposed on the General Assembly the imperative duty of providing such system.

That the first General Assembly after the adoption of the constitution was convened in the city of New Orleans, in the month of January, 1880, and at its first session an act was framed in obedience to the constitutional mandate providing a system of equality and uniformity in assessments based upon the relative value of property in different portions of the State and submitted to said body for legislative enactment.

That a majority of the members of said General Assembly refused to obey or give any effect to the constitutional mandate and enacted in the stead thereof section 18 of the act No. 77, providing that all real and personal property subject to taxation should be estimated by the assessor at its cash value under such rules as might be established by a system of equalization of the property of the State, under article 203 of the convention.

281 That said General Assembly thus recognized the duty imposed on it by said constitutional provision, but failed and refused to perform such duty, and relegated such performance to some future time or to some other body, and made no provision whatever for a system of equality and uniformity of assessments.

That subsequent legislatures have taken no notice whatever of said constitutional mandate, but have continued to direct, as before, that property shall be assessed at its cash value, to be fixed, in the discretion of the assessor or local tribunal, without any regard whatever to the relative value of property in different portions of the State.

That in consequence of such failure and neglect on the part of the first and succeeding legislatures to obey and give effect to the constitutional provision taxation is not equal and uniform throughout the ter-itorial limits of the State, but is dependant on the interest, prejudice, or caprice of the local tribunals.

That in the parish of Orleans and in the alluvial parishes, and especially in the parish of Tensas, where local interests require the imposition of heavy taxes and the exaction of large contribu-

282 tions for local purposes, the authorities have combined, and, for the purpose of evading the constitutional limitation on the rate of taxation or percentage to be levied, have increased the assessments without any regard to the relative value of property in other portions of the State, whereas in the interior, and especially in the upland parishes, the assessments have been reduced.

That the present system of assessment, as directed by the aforesaid revenue acts for the years 1880, 1882, 1884, and 1886, is in direct conflict with the aforesaid mandate and the requirement of article 203 of the constitution of the State that taxation shall be equal and uniform throughout the ter-itorial limits of the State and is unequal and oppressive; for which reasons this defendant is advised and believes and charges that the several revenue acts of the State of Louisiana for the year 1880, 1882, 1884, and 1886 aforesaid are unconstitutional, null, and void; that the taxes—State, district, and parish—levied in pursuance thereof are illegal, and that

the State and parish acquired no lien, privilege, or mortgage by virtue of such assessment and could convey none to the said complainants.

283 That this defendant had prepared a petition for an injunction to have the collector enjoined and restrained from enforcing the collection of the aforesaid taxes for the years 1882, 1883, 1884, and 1885 on the grounds herein set forth, and had presented the same to the judge of the 9th judicial district for the State of Louisiana to obtain the necessary order, when he was informed that said E. Nalle & Co., or said Walter C. Flower for them, without his knowledge or consent, had pretended to pay the taxes assessed against the property, and to become subrogated to the rights of the State, district, and parish.

That said payment or pretended payment was made without the knowledge or consent of this defendant, and, as he believes and charges, for the purpose of securing some advantage to the said complainants, and gives them no legal or equitable claim for reimbursement against this defendant and no right of privilege or mortgage upon said property.

Wherefore, the premises considered, this defendant prays that the sale of the mortgaged property aforesaid made by the marshal of this court on the 30th day of July aforesaid be not confirmed,

284 and that said sale be set aside.

That his said wife, Mrs. Bethia F. Liddell, as a necessary and indispensable party, be made a party or be allowed to become a party to this suit.

That a reference be made to a master to settle and determine the priority of liens and — on the mortgaged premises before any sale thereof is made in order that the parties interested may act intelligibly as to bidding at the sale and a valid title be conveyed to the purchaser.

That the renunciation or attempted renunciation of his said wife, Mrs. Bethia F. Liddell, be decreed invalid and of no effect, and the mortgage of his said wife for the said sum of $7,500.00, seven thousand five hundred dollars, and interest, be decreed the first lien and encumbrance on said property, superior and prior in rank to the mortgage in favor of said complainants.

That the revenue acts of the State of Louisiana for the years 1880, 1882, 1884, and 1886 be decreed unconstitutional, null, and void, as repugnant to and in conflict with the provisions of article 203 of the constitution of the State, and the taxes levied in pursu-

285 ance thereof illegal and of no effect, and the inscription of the privilege and mortgage to secure the payment of said taxes be erased as a cloud upon the title of this defendant.

That the proceedings be conducted by a master or other competent person appointed by this court, according to the practice in courts of equity, which from long standing, habitual use, and uniform judicial acquiessence has become law and is prescribed for this court by the equity rules and decisions of the Supreme Court of the United States.

And for such necessary orders and other and further relief in the

premises as equity and the nature and circumstances of the case may require.

WADE R. YOUNG,
In Pro. Per.

Further prays that, if it should be determined and decreed that said sale so made was a valid sale, this defendant be allowed to redeem, by paying to said complainants the amount of the debt, interest, and costs, and such other sums as may be found to be legally and justly due said complainants.

WADE R. YOUNG, *Pro Se.*

286 Endorsed: No. 48. U. S. circuit court, western dist. La. E. Nalle & Co. *vs.* Wade R. Young. Opposition to confirmation of sale. Filed October 12th, 1887. J. B. Beattie, d'y cl'k.

287 *Cross-bill.*

To the honl. the judges of the circuit court of the United States for the western district of Louisiana:

Wade R. Young, a resident and citizen of the State of Mississippi, brings this his cross-bill against Albert C. Gibson, the marshal of this court, a resident and citizen of the State of Louisiana, and Mrs. Mary Nalle, wife of Eustis F. Golson, and the said Eustis F. Golson, residents and citizens of the State of Virginia, and E. Nalle & Co., complainants in this suit, and complains and says that the said Albert C. Gibson, marshal, in executing a foreclosure-sale decree rendered in this honl. court at the suit of E. Nalle & Co. against this complainant, authorized the mortgaged property described as that certain tract of land and cotton plantation situated in the parish of Tensas, State of Louisiana, on Lake St. Peter, in said parish and State, known as the Lake St. Peter plantation, consisting of the west half of section thirty and the west three-eight-s of section thirty-one, township eleven, range eleven east; the east half of section thirty-six, in township eleven, range ten east; the northeastern quarter of section one, in township ten, range eleven east;
288 the northwest quarter of section twenty-three and the southwest quarter of section twenty-three, in township ten, range eleven east, and containing in the aggregate 1,301 (thirteen hundred and one) acres, more or less, les- one hundred acres conveyed to S. Charles Young and Wade R. Young—

The said interest of Wade R. Young in the above land having been ascertained by a survey made by John Johnson, parish surveyor, on March 15th, 1879, and further having been ascertained and definitely set apart to the said Wade R. Young by a certain partition decreed in the suit of Wade R. Young *vs.* W. C. Young *et al.*, No. 3173 on the docket of the 9th district court for Tensas parish, Louisiana, as follows:

All that part of St. Peter plantation lying south of and below the certain line traced between the tract of land allotted to said W. C. Young and the rest of said St. Peter plantation, including the fractional section of woodland belonging to the said St. Peter plan-

tation, lying beyond Lake St. Peter, being the southwest quarter and southwest eight- of section seventy-three, in township ten, range eleven east; also the said west quarter of section thirty, in
289 township eleven, range eleven east, the said interest of said Wade R. Young containing about six hundred acres, more or less, for a more particular description of which reference is made to the said act of partition.

That on July 30th, 1887, the day of sale, the said Albert C. Gibson, marshal, accepted the bid of said Mrs. Mary Nalle, wife of Eustis Golson, one of the complainants in the foreclosure-sale suit, for the sum of $2,000.00, two thousand dollars.

That at and before said sale and on the day of said sale this complainant filed with said marshal — within protest against the acceptance of any bid for said property not exceeding the sum of $7,500.00, seven thousand five hundred dollars, the amount of the prior encumbrance on said property, as shown by the certificate of mortgage, being the same special mortgage executed in 1868 by Margaret A. Young and Wade R. Young and William C. Young in favor of Miss Eliza H. Young, and now the property of Mrs. Bethia F. Young, the wife of this complainant.

That notwithstanding said protest and notwithstanding that he was advised that the confirmation of such sale would be opposed by proper proceedings, according to the usage and practice of this
290 court, and notwithstanding that as an officer of this honl. court he was advised and should have known that in the execution of a foreclosure-sale decree he had no power, right, or authority to pass a title to the purchaser or to put such purchaser in possession of the property or to interfere with this complainant in the possession, management, control, and enjoyment of the property until he had reported his doings in the premises to this honl. court and said sale had been confirmed by the decree of this court, said marshal allowed himself to be influenced by the solicitors for said E. Nalle & Co., and, as this complainant has been informed and believes and charges, a few days before the beginning of the present term of this court, without the knowledge of this complainant and without making any demand on him for the possession of the mortgaged property, and, as this complainant charges, for the purpose of forestalling the decree of this court and of injuring, wronging, and defrauding this complainant, attempted to transfer the possession of the said property to said E. Nalle & Co. or to said Mrs. Mary Nalle for them by giving to said solicitors an order to take possession of said property.

291 That complainant has been informed and believes and charges that said A. C. Gibson and said Mrs. Mary Nalle, by their solicitors, attorneys, agents, and employees, are now seeking, under cover of such pretended authority from said marshal, to evict this complainant from the possession of his said property, and have tresspassed and are now trespassing upon said property.

This complainant shows that he has been the owner of said property for more than twenty years, and had the possession, use, control, & enjoyment thereof and now has the possession, use, control,

and enjoyment thereof by his agent and employees, and can only be deprived thereof by proceedings regularly conducted according to the usage and practice of this court as a court of equity, and that the said marshal and the said Mrs. Mary Nalle, their attorneys, agents, and employees, are now trespass- without color of right, who are trespassing on said property and disturbing and interfering with this complainant in the possession, use, and enjoyment of his property and of the fruits and rents and revenues thereof.

That the said A. C. Gibson, marshal, has no power, right,
292 or authority to pass a title to said property to the said Mrs. Mary Nalle until the oppositions to the sale now pending in this honorable court have been tried and determined and said sale has been confirmed by the decree of this court, and that any such title so passed by him to said Mrs. Mary Nalle is null and void and of no effect and operate- — a cloud upon the title of this complainant.

That even if the said A. C. Gibson, marshal, was possessed of the power, right, and authority to pass a title to the property and to put the said Mrs. Mary Nalle in possession thereof, which this complainant denies, such sale is absolutely null and void by the statute law of the State of Louisiana for the reason that the amount of the bid accepted by said marshal did not exceed the amount of the prior special mortgage executed as aforesaid and held by the wife of this complainant and did not confer any rights of ownership and possession on the said Mrs. Mary Nall-, as will be fully made to appear on the trial of the opposition to the sale now on file in this honl. court, and that a writ of injunction is necessary to restrain the said marshal and the said Mrs. Mary Nalle from tresspassing on
293 said property and from interfering with and disturbing this complainant in the possession, use, control, and enjoyment of his said property.

Wherefore, the premises considered, this complainant prays for a preliminary restraining order enjoining and prohibiting the said A. C. Gibson, marshal, and the said Mrs. Mary Nalle, their attorneys, agents, and employees, from trespassing on the property hereinbefore described, and that they be ordered to show cause why a writ of injunction should not issue, and that, after hearing, such writ issue and be made perpetual, enjoining and restraining said marshal and said Mrs. Mary Nalle, their attorneys, agents, and employees, from disturbing or interfering with this complainant in the possession, control, use, and enjoyment of his property and of the fruits and rents and revenues thereof, and that process issue, to be served upon the said A. C. Gibson, marshal, and upon Mrs. Mary Nalle and Eustis F. Gibson, her husband, and said E. Nalle & Co., commanding them to answer, but not upon oath or affirmation, the benefit of which is waived, and that it be decreed that the
294 marshal of this court has no power, right, or authority to pass a title to said property and to put the said purchaser in possession in advance of the confirmation of the sale by a decree of this court, and that such title attempted to be passed by said marshal to said Mrs. Mary Nalle be declared null and void and of no effect, and that the inscription of such conveyance be erased and

the cloud removed from this complainant's title for the reason that such sale is in violation of a prohibatory law of the State of Louisiana and confers no rights of ownership or possession to said property on the said Mrs. Mary Nalle, and that this complainant be quieted in the ownership and possession of his said property, and for such other and general relief as equity and the nature and circumstances of the case may require.

WADE R. YOUNG, *Pro Se.*

Before me, the undersigned authority, personally came and appeared Wade R. Young, who, being by me duly sworn, deposes and says that all the statements of fact in the foregoing bill are true and correct.

WADE R. YOUNG.

295 & 296 Sworn to and subscribed before me October 14th, 1887.

ALECK BOARMAN, *Judge.*

Let a restraining order issue as prayed for, and let the parties show cause, on Monday, October 24th, 1887, why a writ of injunction should not issue, as prayed for.

Oct. 14th, 1887.

ALECK BOARMAN, *Judge.*

I hereby accept service of the restraining order this Oct. 15th, 1887.

A. C. GIBSON,
U. S. Marshal,
Per P. B. WEAKS, *D'y Mar.*

Endorsed: No. 48. U. S. circuit court, western district of Louisiana. E. Nalle & Co. *vs.* Wade R. Young. Cross-bill. Filed October 12th, 1887. J. B. Beattie, d'y cl'k.

297 *Writ of Injunction.*

UNITED STATES OF AMERICA:

Circuit Court of the United States, 5th Judicial Circuit and Western District of Louisiana.

E. NALLE & CO.
vs.
WADE R. YOUNG. } No. 48.

The President of the United States to E. Nalle & Co. and Mrs. Mary Nalle and Eustice F. Golson, her husband, Greeting:

Whereas it has been represented to us in our said circuit court on the part of Wade R. Young, in a cross-bill in equity lately exhibited against you touching certain matters and things therein set

forth; and whereas the Honl. Aleck Boarman, one of the judges of our said court, upon due consideration thereof, has made and allowed an order in said cause whereby you, E. Nalle & Co. and Mrs. Mary Nalle and Eustis F. Golson, her husband, are required to show cause, on the 24th day of October, 1887, why an injunction should not issue as prayed for in said cross-bill; and whereas the said judge has granted and allowed a preliminary order enjoining and restraining you, E. Nalle *et al.*, immediately and forthwith and during the pendency of said motion for an injunction to the full extent and effect as prayed for in said cross-bill:

298 Now, therefore, in consideration of the premises and of the allegations in said cross-bill contained, you, the said E. Nalle *et al.*, your attorneys, agents, and assigns, and each of you, are hereby commanded and strictly enjoined, under the penalty of the law, that you and each of you absolutely refrain and desist from trespassing on that certain tract of land and cotton plantation, situated in the parish of Tensas and State of Louisiana, known as the St. Peter plantation and fully described in said cross-bill, and from interfering with or disturbing the complainant in said cross-bill, the said Wade R. Young, in the possession, use, management, control, and enjoyment of said property and of the fruits and rents and revenues until the further order of said court.

And that you, the said E. Nalle & Co. and the said Mrs. Mary Nalle and Eustis F. Golson, her husband, your attorneys, agents, and employees, remain so inhibited and restrained until the further order of our said court in the premises.

Witness the Honl. Morrison R. Waite, Chief Justice of
[SEAL.] the Supreme Court of the United States, this 15th day of October, in the year of our Lord one thousand eight hundred and eighty-seven.

J. B. BEATTIE, *D'y Clk.*

299 Endorsed: No. 48. United States circuit court, 5th circuit, western district of Louisiana. E. Nalle & Co. *vs.* Wade R. Young. Writ of injunction.

Marshal's Return on Writ of Injunction.

Rec'd in office Oct. 15th, 1887, and on the same day, month, & year I served a copy of this injunction on Chas. J. Boatner, of the firm of Boatner & Boatner, att'ys for pl'ff.

Service made in Monroe, La.

P. B. WEAKS, *D'y Mar.*

Filed Oct. 15th, 1887.

J. B. BEATTIE, *D'y Clerk.*

300 *Amended Petition.*

U. S. Circuit Court, West. Dist. of Louisiana.

E. NALLE & CO. }
vs. } Intervening Petition of Mrs.
WADE R. YOUNG. } B. F. Young & Husb'd.

The intervening petition of Mrs. Bethia F. Young & husband pray- to be permitted to amend their original petition by alleging that although said Wade R. Young, husband, removed with his family from the State of Louisiana to the State of Mississippi in the year 1876, he did not at that time establish a residence in said State of Mississippi.

That said Wade R. Young retained his residence in the State of Louisiana, exercised and enjoyed his political and other rights as a citizen of said State, was a candidate for a public office at the general election in the year 1874, contested the right of his opponent to a seat in that body, and was awarded the seat by a unanimous report of the judiciary committee of the house of representatives, and on all occasions declared himself to be a citizen of the State of Louisiana.

301 That at the congressional election of the year 1882 said Wade R. Young continued to claim and exercise his rights of citizenship in the State of Louisiana, sat as a delegate from the parish of Concordia in the Democratic nominating convention, and participated in the election, and that it was not until January, 1883, that said Wade R. Young abandoned finally his intention to return to the State of Louisiana, renounced his residence and citizenship in the State of Louisiana, and declared himself a citizen of the State of Mississippi, with the intention to remain permanently.

Wherefore petitioner prays to be allowed to file his amended petition and for relief as prayed for in the original petition.

WADE R. YOUNG, *Solicitor.*

Endorsed: No. 48. U. S. circuit court, western dist. La. E. Nalle & Co. *vs.* Wade R. Young. Intervening petition of Mrs. B. F. Young & h'sb'd. Amended petition. Filed Oct. 24th, 1887. J. B. Beattie, d'y cl'k.

302 *Copy of Mortgage & Power of Attorney.*

STATE OF LOUISIANA, }
Parish of Tensas. }

Be it known that on the eighteenth day of March, eighteen hundred and sixty-eight, before me, Thomas W. Castleman, recorder and *ex officio* notary public in and for the parish of Tensas aforesaid, duly commissioned and qualified, personally came and appeared Wade R. Young, William C. Young, and Miss Margaret A.

Young, all residing in this parish, who severally declared and acknowledged that they are justly and truly indebted unto Miss Eliza H. Young, of the city of New Orleans, State of Louisiana, in the full and — sum of eleven thousand two hundred and fifty dollars, for the reimbursement whereof they have made and subscribed *in solido* their certain promissory note, to their own order and by them indorsed, dated this day, for the said sum of eleven thousand two hundred and fifty dollars, payable one year after date at the counting-room — Messrs. Barrett & Lesassier, in the city of New Orleans, with interest thereon, at the rate of eight per cent. per annum, from 1st of January, 1867;

303 Which note has been para-hed *ne varietur* by me, recorder, for identification herewith, and delivered to Leonard F. Smith, of Tensas parish, La., acting as agent for said Miss Eliza H. Young, who, being here present, acknowledges the receipt thereof.

In case of suit for the recovery of amount of said note or any part thereof the said Wade R. Young, William C. Young, and Margaret A. Young bind themselves to pay the fees of the attorney-at-law who may be employed for that purpose, which fees are hereby fixed at five per cent. on the amount sued for.

Now, in order to secure the true and punctual payment of said note *in capital* all—interest and attorney's fees as aforesaid—they, the said Wade R. Young, William C. Young, Margaret A. Young, for themselves and their heirs, do by these presents specially mortgage and hypothecate in favor of said Miss Eliza H. Young, herein represented by said L. F. Smith, here present and accepting for her, said Miss Eliza H. Young, and the future holder or holders of said note, the following-described land, situated in the parish of

304 Tensas, in this State, forming part of the "Lake St. Peter's" plantation, together with all and singular the buildings and improvements on said land, to wit: The west half of section thirty, township eleven north, range eleven east; three-eighths of section thirty-one, in township eleven north, range eleven east; the east half of section thirty-six, township eleven north, range ten east; northwest quarter section twenty-three, township ten north, range eleven east, and southwest eighth of section twenty-three, township ten north, range eleven east, the whole so to remain mortgaged and hypothecated until the full and final payment of said note, the said mortgage-s hereby binding themselves and their heirs not to sell, alienate, nor encumber the same to the prejudice of this act;

Which plantation, land, &c., were acquired by said mort-agers in and by virtue of an act of partition between them and Charles Young passed before Thomas W. Castleman, recorder and *ex officio* notary public in and for the parish of Tensas, dated the twenty-sixth of December, 1866.

The said mortgagers do also confess judgement in favor of

305 said mortgagee and in that of the future holder or holders of said note and agreed to have this act recorded in any court of competent jurisdiction in this State, to bear lean and privilege according to law, and entitle holder or holder- of said — to executory process. The said mortgagers declared that they are neither

tutors or curators. By reference to the annexed certificate of the recorder of mortgages in and for the parish of Tensas, it appears that said property is mortgaged, as will be seen by reference to said certificate, hereto annexed and made part hereof; and to the presents personally came and appeared and intervened to this act Mistress Bertha Francis Leddell, of the full age of majority, wife of said Wade R. Young, and Mistress Willie T. Evans, of the full age of majority, wife of the said William C. Young, who, being herein and hereunto duly authorized and assisted by these said husbands, took cognisance of the present act of mortgage which the said recorder carefully read and explained to them, and, having so done, they declared it was their intention not only to ratify said act of
306 mortgage, but also to make renunciation to all their rights on the property therein mortgaged.

Whereupon I, the said recorder, declared unto them, separate and apart from their said husbands and out of their presence, as it is my duty, that by the laws of this State they possessed a general mortgage on all the property of their said husbands and upon that of the community in case they should renounce thereto—

First. For the restitution of their dower and the reinvestment of dotal brought by them in marriage.

Second. For the restitution of dotal property by them acquired during marriage by donation, inheritance, or otherwise.

Third. For indemnity against all debts contracted or which they hereafter may contract with their said husbands.

Fourth. For such of their paraphernal property and funds as may be alienated by their said husbands or of which they may have or have had the administration or enjoyment or of which they may otherwise have benefitted.

307 Fifth. For nuptial presents made to them by their said husbands or others.

That in making their intended renunciation they would deprive themselves irrevocably and forever of all right of reclamation against the above-described property, whether under mortgage privilege or otherwise.

Whereupon the said wives declared that they, nevertheless, persisted in the intention they had announced to ratify the said act of mortgage and to dispossess themselves of all right or leans which they have or may have on the property thereby mortgaged, whether by marriage contract, dower, donation, or otherwise.

And the said husbands being now again present before me and authorizing their said wives, they again declared that they do hereby renounce henceforth and forever all and singular their said rights and transfer the same to the said mortgagee, her heirs and assigns, to be had and held by them and by them enjoyed in law
308 and thereout, and they hereby bind themselves and their heirs to the said mortgagee, her heirs and assigns, that they shall and will at all times acknowledge the validity of the present act of mortgage and of this their renunciation to all they rights they have or may have on the property therein mortgaged.

The U. S. internal revenue stamps of eleven dollars and fifty cents in this act are hereto attached.

Thus done and passed in my office, at the parish of Tensas, on the day, month, and year first before written, in the presence of S. Chas. Young and James Murphy, competent witnesses, who sign those present- with the said appearers and me, notary *ex officio* & recorder, after reading thereof.

WADE R. YOUNG.
BERTHA F. YOUNG.
W. C. YOUNG.
W. T. E. YOUNG.
M. A. YOUNG.
LEONARD F. SMITH,
Ag't and Att'y-in-fact.
THOS. W. CASTLEMAN, *Recorder.*

Attest to two first signatures:
S. CHAS. YOUNG.
JAMES MURPHY.

Witness- to these last signatures:
E. D. FARRARS.
E. J. TULLES.

Power of Attorney Annexed.

I hereby authorize and empower Leonard F. Smith, of the
309 parish of Tensas, La., to accept in my name and on my behalf two certain acts of mortgage and receive and rece-pt for two promissory notes secured by and identified with said act of mortgage, to wit:

One mortgage, granted by S. Chas. Young, securing a note of thirty-seven hundred and fifty ($3,750) dollars, with interest, at the rate of eight per cent. per annum, from the eighteenth day of March, 1869, and subscribed by said S. Chas. Young and identified with said mortgage.

2nd. A mortgage granted by Wade R. Young, William C. Young, and Miss Margaret A. Young to secure a note identified with said act for the sum of eleven thousand two hundred and fifty ($11,250) dollars, with interest, at the rate of eight per cent. per annum, from the first of January, 1867, drawn and subscribed *in solido* by the said mortgagers to their own order, by them endorsed.

ELIZA H. YOUNG.

THE STATE OF LOUISIANA, }
Parish of Tensas. }

310 I hereby certify that — foregoing and above seven pages contain a true and correct — of the original act of mortgage from Wade R. Young and others to Eliza H. Young as *to* the same appears on file and of record in my office in Mortgage Record "D," page 63 *et seq.*, of date March 19th, 1868, and reinscribed in Mortgage Record "K," page 618 *et seq.*, on March 27th, 1877, and again

reinscribed in Mortgage Record "O," page 595 *et seq.*, on March 23rd, 1887.

Witness my hand and seal Oct. 18th, 1887.

[SEAL.] JOS. CURRY,
Clk Dist., Tensas Par., La.

And I further certify that the following cancellations appear on the records of said mortgage, as above set forth, to wit:

THE STATE OF LOUISIANA, }
Parish of Tensas. }

Satisfactory evidence being this day shown me that five-ninths of the within mortgage has been paid and satisfied, being the indebtedness of W. C. Young, one of the mortgagers, and as special legatee for M. A. Young, dec'd, leaving four-ninths the indebtedness
311 of W. R. Young for himself and as special legatee for M. A. Yound, dec'd, still unpaid, I hereby cancel this mortgage to the extent of five-ninths thereof.

Witness my hand this 28th day of March, 1877.

HUGH TULLIS,
Dy Recorder.

STATE OF LOUISIANA, }
Parish of Tensas. }

At the request of S. Charles Young and upon the presentation of the annexed power of attorney, I hereby cancel and erase this mortgage to the extent of the remaining four-ninths of same.

Witness my hand this the 5th day of June, 1882.

R. H. SAYDER, JR.,
Dy Clk and Recorder.

STATE OF LOUISIANA, }
Parish of Tensas. }

Before me, Aristides J. Chaze, clerk of the 9th judicial district for and in the parish and State aforesaid, and as such *ex officio* recorder and notary public, personally came and appeared before me Mrs. Bertha Francis Liddell, wife of Wade R. Young, aided, authorized, assisted, and joined by her said husband, said Wade R. Young, who declares that she constitutes and appoints and by those pres-
312 ents does constitute *I*, Chas. Young, Esq., of the parish of Tensas and State aforesaid, her special attorney-in-fact and agent, with full and complete and special power for her and in her name to cause to be cancelled and erased from the record of mortgages for the said parish of Tensas a certain act of mortgage passed by Miss Margaret A. Young, Wade R. Young, and W. C. Young in favor of Miss Eliza H. Young for the sum of eleven thousand two hundred and fifty dollars, with eight per cent. per annum interest thereon, dated the 18th of March, 1868, reinscribed March 27th,

1877, and cancelled to the extent of five-ninths of the amount thereof.

This done and passed this 1st day of June, A. D. 1882, in the presence of Miss Jessie Liddell and John Roundtree, competent witnesses of lawful age, who sign this act with said appearers and me, said notary.

WADE R. YOUNG.
BERTHA F. YOUNG.
JESSIE C. LIDDELL.
JOHN ROUNDTREE.
[SEAL.] A. J. CHAZE,
Dept. Clk 9th Dist. Court, Par. Concordia, Notary and Recorder.

313 I hereby certify that the two above and foregoing cancellations and the power of attorney annexed are correct copies of the original as the same appear on file and of record in my office.

Witness my hand and seal of office.

[SEAL.] JOS. CURRY,
Clk 9th Dist. Court, Tensas Parish.

Endorsed: No. 48. U. S. circuit court, western district of La. Wade R. Young & others to m't'ge, E. H. Young. Copy of m't'ge & power of attorney authorizing cancellations of same. Filed Oct. 24th, 1887. J. B. Beattie, d'y cl'k.

314 *Act of Transfer from Mrs. S. J. Metcalf to Mrs. B. F. Young.*

Before me, the undersigned authority, a notary public duly commissioned and qualified in and for the parish of Catahoula and State of Louisiana, personally came and appeared Mrs. S. Jane Metcalfe, a widow and *fem- sole*, residing in the parish of Catahoula; Wade R. Young, of the parish of Concordia, and Mrs. Bethia F. Liddell, wife of the said Wade R. Young, herein represented by her special agent & attorney-in-fact, Volney M. Liddell, with a procuration hereto annexed, who declare that whereas the said Mrs. S. J. Metcalfe, as sole surviving residuary legatee of Miss Eliza H. Young, dec'd, is the holder and owner of a certain promissory note, made, signed, and executed by Wade R. Young, William C. Young, and Margaret A. Young, for the sum of eleven thousand two hundred and fifty dollars, drawn to their own order and by them endorsed in blank, dated Tensas Parish, March 18th, 1868, payable one year after date, and bearing eight per cent. per annum interest from January 1st, 1867, which said note is marked "*Ne varietur*," and served by act of mortgage passed on the same day by the said Wade R., W. C., and M. A. Young to Miss Eliza Young, before Thomas W. Castleman, recorder and *ex officio* notary public for the parish of Tensas, and recorded in the book of mortgages for said parish,

wherein the said Wade R., W. C., and M. A. Young specially mortgaged and hypothecated in favor of the said Miss Eliza H.
315 Young or any future holders of said note the St. Peter plantation, situated on Lake St. Peter, in said parish, and composed of the following lots or parcels of land, with all the buildings and improvements thereon, to wit: The west $\frac{1}{2}$ of the S. $\frac{1}{2}$ of sec. 30, in T. 11 N., R. 11 E.; the E. $\frac{1}{2}$ of sec. 36, in T. 11 N., R. 10 E.; the W. $\frac{3}{8}$ of sect. 31, in T. 11 N., R. 11 E.; the N. E. $\frac{1}{4}$ of sec. 1, in T. 10 N., R. 10 E.; the N. W. $\frac{1}{4}$ of sec. 23, in T. 10 N., R. 11 E.; and whereas the said Mrs. S. J. Metcalfe, as one of the heirs of B. F. Young, dec'd, is indebted to the said Wade R. Young as her coheir for certain sums of money received by her in advance of her portion from her father during his lifetime, and from his executors after his death; which said sums were given to her in advance of her share of her father's estate and for which she is liable to account at the ultimate partition and settlement of said succession;

And whereas the said Wade R. Young is indebted to his said wife, the said Mrs. Bethia F. Liddell, for certain sums of money—the dotal and paraphernal property of his said wife—received by him and converted to his own use, amounting to the sum of seven thousand five hundred dollars, for the repayment of which the said wife has a legal mortgage on the interest of her said husband in the estate of his dece's'd father; and whereas the parties hereto are desirous of affecting an arrangement which shall be mutually beneficial and advantagious to the parties interested:

316 Now, therefore, Mrs. S. J. Metcalfe declares that she herewith transfers and assigns to the said Mrs. Bethia F. Liddell four months' interest in the before-described promissory note and mortgage, being the portion thereof due by the said Wade R. Young, and bearing on his interest in said St. Peter plantation and warrants the validity thereof.

The said Wade R. Young declares that, in consideration of said transfer and of the warranty by the said Mrs. S. J. Metcalfe of the validity of said act of mortgage, with all the rights and privileges attached thereto, he herewith acknowledges the receipt of the amount of said four-ninths interest of said note and mortgage, and grants to the said Mrs. S. J. Metcalfe an acquittance *pro tanto* of the sums which may be due by her to him in the partition and settlement of the succession of their father and the said Mrs. Bethia F. Liddell, declares, that she herewith accepts the said transfer, and assignment of the said four-ninths interest in said note and mortgage, and in consideration thereof, and in consideration of the warranty by the said Mrs. S. J. Metcalfe of the validity of said note and mortgage, she joins her said husband, in so far as the mortgage accorded to her by law to secure the reparement of her paraphernal funds may bear upon the interest of her said husband in the succession of his dec's'd father, in giving to the said Mrs. S. J. Metcalfe an acquittance and release *pro tanto* of the sums due by her.

317 Done and passed before me, notary, and in the presence of A. E. Wilkinson and Robert G. Metcalfe, competent witnesses of

lawful age, who sign this act with the parties hereto, and with me, notary, this 2d day of December, 1876.

WADE R. YOUNG.
U. M. LIDDELL, *Att'y.*
S. J. METCALFE.
A. E. WILKENSON.
R. G. METCALFE.
S. MARVIN,
Notary Public.

On the tenth line of the second page the figure 8 is erased and the figure 11 interlined. On the 17th line of the same page the words "by her" are inserted between the words received and are. On the tenth line of the fourth page the words "in giving to the said Mrs. S. J. Metcalfe," are inserted between the words father and are.

S. MARVIN,
Notary Public.

STATE OF LOUISIANA, }
Parish of Catahoula. }

I hereby certify that the above and foregoing is a true and correct copy of the original act of transfer and agreement now on file in this office, and recorded in the records thereof on the 6th day of December, 1876, in book "P" of Conveyances, pages 267, 268 & 269.

Given under my hand & seal of office Dec. 6th, 1876.

[SEAL.] L. F. MASON,
Recorder Catahoula Parish.

318 THE STATE OF LOUISIANA, }
Parish of Tensas. }

I hereby certify that the above & foregoing six pages contain a true & correct copy of the copy of act of transfer & agreement, as the same now appears on file in my office & of record there.

Witness my hand & seal this 18th day of October, 1887.

JOS. CURRY,
Clerk 9th Dist. Court, Tensas Parish, La.

Endorsed: No. 48. U. S. circuit court, western dist. La. E. Nalle & Co. *vs.* Wade R. Young. Mrs. S. J. Metcalfe to transfer Mrs. B. F. Liddell. Filed October 24th, 1887. J. B. Beattie, d'y clerk.

319 *Copy of Judgment of Mrs. B. F. Liddell against Her Husband, Wade R. Young.*

9th District Court, Parish of Tensas.

Mrs. BETHIA F. LIDDELL }
vs. } No. 3050.
WADE R. YOUNG, Her Husband. }

In this case a regular trial was had after issue joined, and the law and the evidence being in favor of the plaintiff and against the

defendant, it is ordered, adjudged, and decreed that there be judgment of separation, dissolving the community of acquets and gains between the plaintiff, Mrs. Bethia F. Liddell, and the defendant, Wade R. Young, and that the said plaintiff do have and recover judgment against the defendant for the sum of $7,500.00, seven thousand five hundred dollars, with a recognition of her mortgage on the property described in the petition, and that the same be sold to satisfy said judgment and costs.

Thus done, read, & signed in open court this 9th day of July, 1881.

WADE H. HOUGH,
Judge 9th District.

I hereby certify that the above & foregoing is a true & correct copy of original judgment rendered in suit "Bethia F. Liddell *vs.* W. R. Young, her husband," as the same appears on file & of record in my office in Mortgage Book "O," page 649 *et seq.*, on June 5th, 1882.

Witness my hand & seal this 18th day of October, A. D. [SEAL.] 1887.

JOS. CURRY,
Clerk 9 Dist. Court, Tensas Parish, La.

320 Endorsed: No. 48. U. S. circuit court, western dist. of La. E. Nalle & Co. *vs.* Wade R. Young. "Mrs. Bethia F. Liddell" *vs.* "W. R. Young, her husband." Copy of judgment. Filed Oct. 24, 1887. J. B. Beattie, d'y cl'k.

321 *Extract of Minutes.*

WEDNESDAY, *Oct. 26th*, 1887.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & CO. *vs.* WADE R. YOUNG. } No. 48.

Answer of A. C. Gibson, marshal, to show cause why. Answer of E. Nalle & Co. to rule to show cause, filed.

Demurrer to petition of intervention of Mrs. B. F. Young filed.

322 U. S. Circuit Court, West. Dist. La.

E. NALLE & CO. *vs.* WADE R. YOUNG. } In Equity.

Albert C. Gibson, marshal of the United States for the western district of La., for answer to the rule herein granted requiring him to show cause why an injunction should not issue according to the

prayer of the cross-bill of defendant, Wade R. Young, makes answer as follows: That pursuant to a writ of seizure and sale, directed to him by this hon'l. court in this cause, he proceeded to seize and advertise for sale the property described in the writ, and, after due and legal advertisement, the same was adjudicated to Mrs. Mary F. Golson for the sum as stated in said cross-bill.

That the property was adjudicated on the second offering to the highest bidder, it having failed to sell at the first offering. When two-thirds of the apprais-ment was required to be bid, and no
323 bid for such an amount having been received, the property was readvertised, as above stated, and advertised at the second offering for what it would bring on a twelve months' credit.

That respondent was advised by the certificate of the clerk of the dist. court of Tensas parish that the mortgage under which he was proceeding to sell said property was the first and only one extant on the records of his office against the same, except that of the State and parish for taxes, and relying on the authenticity of said certificate he adjudicated the property and executed to the purchaser a deed thereto upon his complying with his bid.

That Wade R. Young appeared at the cash sale and appointed an appraiser, and at the credit offering, and, after having heard the terms of sale announced, bid on the property and the same was adjudicated to him; but, he refusing to comply with the terms of sale & his bid, the property was immediately reoffered and adju-
324 dicated as *as* above stated.

He makes the writ of seizure & sale & his return thereon a part of this answer, together with the certificate of the recorder of mortgages; avers that he has no interest herein, and prays to be herein discharged with costs.

C. J. & J. S. BOATNER, *Solicitors.*

Endorsed: No. 48. U. S. circuit court, west. dist. La. E. Nalle & Co. *vs.* W. R. Young. Answer of A. C. Gibson to rule to show cause. Filed Oct. 26th, 1887. J. B. Beattie, d'y cl'k.

325 *Answer of E. Nalle & Co. to Rule for Injunction.*

U. S. Circuit Court, Western District of La.

E. NALLE & CO. *vs.* WADE R. YOUNG. } In Equity.

E. Nalle & Co. and the individual members formerly composing said firm for answer to the rule herein called to show cause why an injunction should not issue restraining Mrs. M. F. Golson from retaining possession of the property adjudicated to her by the marshal of this hon'l. court in execution of the judgement rendered herein shown for cause:

1st. That said property was regularly adjudicated to Mrs. M. F.

Golson as appear by the marshall's returns in the writ of sale & seizure issued herein.

2nd. That having complied with the terms of her said bid the said marshal executed to her a deed of said property by which she acquires a free and complete — to the same and is entitled to the possession of the same.

3rd. That the mortgage certificate furnished by the re-
326 corder of mortgages in the parish of Tensas, in which said parish the said property was situated, this mortgage of Edward Nalle & Co. was the first *lean* bearing upon the same except that of the State & parish for taxes, and that the bid of said Mrs. Golson was applied *pro tanto* on the payment thereof.

4th. That the mortgage claims by said Mrs. B. F. Young was duly cancelled on the records and operated no prior claim to that of E. Nalle & Co.

Wherefore they pray that the restraining order herein *operated* be set aside and the rule discharged.

C. J. & J. S. BOATNER, *Att'ys.*

Indorsed: No. 48. U. S. circuit court, western district of La. E. Nalle & Co. *vs.* Wade R. Young. Answer of E. Nalle & Co. to rule for injunction. Filed Oct. 26th, 1887. J. B. Beattie, d'y cl'k.

327 *Demurrer to Petition of Intervention.*

U. S. Circuit Court for the Western Dist. of La.

EDWARD NALLE & CO.
vs.
W. R. YOUNG.

The demurrer of E. Nalle & Co. and the individual members formerly composing the said firm to the petition of intervention of Mrs. Bertha F. Young.

The said complainants, by protestation, not confessing all or any matters or thing in said petition of intervention to be true in such manner and form *is* the same — therein set forth and *and* alledged, doth demur thereto and for cause of demurrer showeth that this cause has been fully and freely decided and disposed of by final judgement of this honl. court and the same is no longer open to intervention or interpleading, and, for further cause of demurrer, showeth that said petition does not contain any matter of equity wherein the court can ground any demur- or give to said intervenor any relief against complainants *is* said case. Wherefore and for other *demurs* good causes of demurrer appearing in said peti-
328 tion of intervention the said complainants doth demur thereto and humbly pray*s* the judgement of this honl. court whether *he* shall be compelled to make any other or further answer to said petition of intervention and pray*s* to be hence dismissed with their cost and charges so wrongfully sustained.

C. J. AND J. S. BOATNER, *Att'ys.*

Indorsed: No. 48. U. S. circuit court, western dist. of La. E. Nalle & Co. *vs.* Wade R. Young. Demurrer to petition of intervention of Mrs. B. F. Young. Filed Oct. 26th, 1887. J. B. Beattie, d'y cl'k.

329 *Extract of Minutes.*

MONROE, TUESDAY, *October* 27*th*, 1887.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG. } No. 48.

The motion for a preliminary injunction filed herein on behalf of defendants assigned for hearing on Monday, October 31st, 1887.

Extract of Minutes.

MONROE, MONDAY, *October* 31*st*, 1887.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG. } No. 48.

The motion for a preliminary injunction filed herein on behalf of defendant, as per assignment, came on to be heard. After argument by counsel the same was taken under advisement by the court.

330 *Order Granting Injunction*

In U. S. Circuit Court, Western Dist. La.

E. NALLE & CO.
vs.
WADE R. YOUNG.

This case came on for hearing on defendant's cross-bill, and upon application for a preliminary — it is ordered that the writ of injunction issue as prayed for upon defendant, W. R. Young, giving bond in the sum of eight hundred dollars according to law; that this matter be heard at Shreveport on 3d Monday of February, 1888.
Jan'y 31, 1888.

ALECK BOARMAN, *Judge.*

Endorsed: No. 48. U. S. circuit court, 5th circuit, western dist. of La. E. Nalle & Co. *vs.* Wade R. Young. Order granting injunction. Filed Jan'y 5th, 1888. J. R. Beattie, d'y cl'k.

331 *Bond for Injunction.*

UNITED STATES OF AMERICA:

Know all men by these presents that we, Wade R. Young, as principal, and William C. Young, as surety, are held and firmly bound, jointly and severally, unto E. Nalle & Co., their executors, administrators, heirs, assigns, and successors, in the sum of eight hundred dollars, lawful money of the United States of America, to be paid to the said E. Nalle & Co., his heirs, executors, administrators, and assigns; for which payment, well and truly to be made, we bind ourselves and each of us by himself and each of our heirs, executors, and administrators firmly by these presents.

Sealed with our seals and dated the 19th day of January, in the year of our Lord eighteen hundred and eighty-eight.

Whereas Wade R. Young has this day presented a petition to the honorable the circuit court of the United States for the fifth circuit, holding sessions in and for the western district of Louisiana, praying for a writ of injunction in the suit of E. Nalle & Co. *vs.* Wade R. Young, in equity, No. 48:

332 Now, the condition of the above obligation is that we, the above-bounden Wade R. Young, as principal, and William C. Young, as surety, will well and truly pay to the said E. Nalle & Co., their executors, administrators, heirs, assigns, and successors, the *defendants* in said suit, all such damages as they may recover against us in case it should be decided that the said injunction was wrongfully obtained.

WADE R. YOUNG. [SEAL.]
W. C. YOUNG. [SEAL.]
—— ——. [SEAL.]

Signed, sealed, & delivered in the presence of—
JOS. CURRY.

UNITED STATES OF AMERICA, }
Western District of Louisiana, } *ss:*

Personally appeared William C. Young, who, being duly sworn, deposes and says that he is the surety on the within bond; that he resides in the parish of Tensas and State of Louisiana and is worth the full sum of $800.00 (eight hundred dollars) over and above all of his debts and liabilities and property exempt from execution.

W. C. YOUNG.

Subscribed and sworn before me this 19th day of January, 1888.

JOS. CURRY,
Clerk 9th Dist. Court, Tensas Par., La.,
Commissioner U. S. Circuit Court, District of Louisiana.

333 Endorsed: No. 48. United States circuit court, western district of Louisiana. E. Nalle & Co. *vs.* Wade R. Young. Bond. Filed Jan'y 23rd, 1888. J. B. Beattie, d'y clerk.

Extract of Minutes.

TUESDAY, *April 9th*, 1889.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & CO. }
vs. }
WADE R. YOUNG. }

The demurrer filed herein assigned for hearing tomorrow, Wednesday, April 10th, 1889.

334 *Motion to Dismiss Opposition & Injunction.*

U. S. Circuit Court, Western Dist. Louisiana.

E. NALLE & CO. }
vs. } No. 48.
WADE R. YOUNG. }

The complainant in this cause respectfully move the court to disregard and strike from the files of this cause the pleading filed herein, styled opposition to confirmation of sale, and to dissolve the injunction granted herein restraining Mrs. Mary Golson from possessing and enjoying the property acquired by her, as set forth in said opposition, on the following grounds:

1st. By rule of this honl. court the processes provided by the law of the State of Louisiana for the enforcement of mortgages are adopted by this court as its means for enforcement of the same.

2sd. The mortgage enforced by said rule was, as appears by the said opposition and accompanying papers, executed in the State of Louisiana, and according to the laws of La. created a lien upon property in Louisiana, & the legal remedies provided by the laws of said State for the enforcement thereof were written unto and formed a part of said contract, of the benefit of which the obligors
335 cannot be legally or equitably deprived; that according to the laws of Louisiana property sold on execution of a mortgage or ordinary judgment shall be first offered, if benefit of appraisement be not waived, for not less than two-thirds of its appraised value, and on failure to bring so much in cash shall be advertised & offered for what it will bring on a credit of twelve months, the purchaser paying so much of this bid in cash as may be necessary to discharge costs & taxes; that the aforesaid statutory regulation cannot be abrogated by this honl. court, the same not being contrary to the provisions of either the State or Federal constitutions.

4th. The exception that other persons claiming to hold prior or concurrent should have been made parties to the suit herein comes to- late after final judgment and execution thereof, especially as no

reason is alleged why the said party or parties could not have come in by way of *of* interpleading during the pendency of said suit, or cannot now by direct action enforce such rights as they have against the property in the hands of the said purchasers.

5th. The objection to the payment of taxes assessed against said property raises an issue below the lower limit of the juris-
336 diction of this honl. court, & if admissable at all is by way of opposition to the marshal's returns & disposition of the proceeds of the sale of said property and no reason why the title should not be possessed & possession given according to law.

6th. The action of the marshal in immediately reoffering the property when H. R. Young refused to comply with his bid by paying taxes & costs in cash & executing his twelve months' bond for the balance was in strict accordance with the law.

7th. The alleged prior incumbrance set forth in the opposition, if it existed at all, which is not admitted, was a mere legal mortgage, &, under the laws of Louisiana, the purchaser having property subject to it — required to assume the same as part of the purchase price, nor is it necessary that at a forced sale the bid shall exceed such legal mortgage.

8th. Wade R. Young, having rec'd from E. Nalle & Co. the amount of the judgment rendered against him in the case referred to on the strength of the cancellation of said mortgages & of thus having thereby acquired the first lien on the property, is estopped from contesting the validity thereof in his own interest.

9th. There is no law or rule of equity by which the valid-
337 ity of a sale made on execution of a judgment or decre- in equity can be tested by an opposition to said sale, but in all such cases under the laws of Louisiana the parties are — to no direct return for the assertion of their rights in which all parties in interest are made parties to the suit.

Wherefore they pray that this opposition be stricken from the files & dismissed and the injunction herein granted be dissolved & set aside.

C. J. & J. S. BOATNER, *Of Counsel.*

Endorsed: United States circuit court, western district of La. E. Nalle & Co. *vs.* Wade R. Young. No. 48. Motion to dismiss opposition & injunction. Filed April 10th, 1889. H. Moise, d'y clerk.

338 *Extract of Minutes.*

WEDNESDAY, *April 10th*, 1889.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

Motion to dismiss opposition to the confirmation of the marshal's sale assigned for hearing tomorrow, April 11th, 1889.

Extract of Minutes.

THURSDAY, *April 11th*, 1889.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

Motion to dismiss opposition to the confirmation of the marshal's sale, as per assignment, came on to be heard; whereupon same was argued and taken under advisement by the court.

Extract of Minutes.

FRIDAY, *April 12th*, 1889.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG.

It is agreed by counsel that briefs in this case are to be filed on or before May 15th, 1889; and it is further agreed by counsel that the court shall pass finally upon the demurrer filed herein at the Opelousas term of this court in June, 1889.

339 *Extract of Minutes.*

OPELOUSAS, SATURDAY, *June 15th*, 1889.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG; Mrs. B. F. YOUNG, Int'or. } No. 48.

Judgment in favor of Mrs. B. F. Young on her intervening petition filed herein.

340 *Answer of Pl'ffs to Intervening Petition & Cross-bill, etc.*

U. S. Circuit Court, Western Dist. of La.

E. NALLE & CO.
vs.
WADE R. YOUNG. } No. 48.

The joint and several answers of Walter C. Flower & of Mrs. Mary Golson and Eustis F. Golson, her husband, and of Mrs. Angelina Abbot & Theodore S. Abbot, her husband.

These defendants, now and at all times hereafter reserving all manner of benefit and advantage to themselves of exception to the many errors and insufficiencies contained in the bill of complaint and amended bill of complaint of Mrs. Bethia F. Young, wife of Wade R. Young, all named herein, for answer thereto or to so much thereof as these defendants in said intervening petition are advised is necessary and material, answer & say—

1st. That, as appears by said intervening petition, the said Mrs. B. F. Young was at the time of the erasure and cancellation of her pretended mortgage upon the property in controversy, to wit, the 1st day of June, 1882, a citizen of the State of Mississippi, having her fixed domicile and residence at the city of Natchez, in said State, and as such citizen of Mississippi *sui juris* in every respect, having, under the laws of said State, full capacity as a *femme sole* to make any contracts whatever.

341 2nd. They deny that the said Wade R. Young moved his family to the State of Mississippi with the intention of retaining or that he retained either an actual or constructive domicile in the State of Louisiana. On the contrary, they aver that he moved to the city of Natchez in 1876, carrying all his household effects & having disposed of his house in Louisiana, with the avowed intention of making it his permanent home & fixed abode in the city of Natchez, and that his family has since continuously resided & lived in said city of Natchez.

That under the provisions of the constitution of the State of Louisiana the said Wade R. Young could not be a citizen of the State unless an actual resident thereof, and that he has not had any sort of residence in the said State of Louisiana, either actual or constructive, since 1876.

3rd. They aver that the pretended agreement entered into between Mrs. B. F. Young, Mrs. J. S. Metcalf, & Wade R. Young,

342 under date of 26th of Dec., 1876, was null and void in so far as the same purports to transfer to said Mrs. B. F. Young the rights of mortgagee therein set forth, because if said contract was a substitution of a special in lieu of the general mortgage asserted in favor of said Mrs. B. F. Young the same was beyond her capacity as a married woman, and, if not, the contract was without consideration and one which she, as a married woman, was without capacity to make.

4th. The said Mrs. B. F. Young & Wade R. Young are in equity & good conscience estopped from setting up the said mortgage by reason of the facts set forth in the plea of estopp*le* herein filed.

Wherefore they pray that her demands & those of Wade R. Young, her husband, be rejected, the injunction herein granted be dissolved, and for all such orders and decrees as justice & equity require.

C. J. & J. S. BOATNER, *Solicitors.*

343 Endorsed: United States circuit court, western district of La. E. Nalle & Co. *vs.* Wade R. Young. No. 48. Answer of pl'ffs to intervening petition of Mrs. B. F. Young & cross-bill & opposition to confirmation of sale of Wade R. Young. Filed August 5th, 1889. H. Moise, d'y clerk.

344 *Extract of Minutes.*

MONROE, LA., MONDAY, *October 7th*, 1889.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & Co.
vs.
WADE R. YOUNG; MRS. B. F. YOUNG, Intervenor. } No. 48.

Continued.

345 *Deposition of Wilmer H. Shields.*

STATE OF LOUISIANA,
Parish of Concordia, Town of Vidalia.

Deposition of Wilmer H. Shields, taken by and sworn to and subscribed before me, Gus. Lemle, a notary public duly commissioned and qualified in and for the parish of Concordia, State of Louisiana, on this ninth day of October, 1889, at my office, in the town of Vidalia, La., in pursuance of a commission hereto annexed bearing date the 12th day of October, 1889, and to be read as evidence on behalf of plaintiff- in a certain cause now pending in the United States circuit court for the western district of Louisiana, wherein Edward Nalle & Co. are plaintiffs and Wade R. Young is defendant, being No. 48.

WILMER H. SHIELDS, of the town of Vidalia, parish of Concordia, being to me at the place aforesaid produced and being by me first duly sworn according to law to testify the truth, the whole truth, and nothing but the truth in answer to the questions put to him herein in regard to the matters in controversy in the suit
346 aforesaid, did then and there on his oath aforesaid depose & testify as follows, to wit:

1st. To the first interrogatory witness says: My vocation is clerk of the court for Concordia parish, and I occupy the position of clerk of the 9th district court for Concordia parish, Louisiana.

2nd. To the second interrogatory witness says: Yes; I have charge of them.

3rd. To the third interrogatory witness says: I have carefully examined the records of my office and find no such declaration.

4th. To the fourth interrogatory witness says there is no such a document in his office.

5th. To the 5th interrogatory witness says: In the parish of Concordia.

6th. To the sixth interrogatory witness says: I was acquainted with him.

7th. To the 7th interrogatory witness says he had no residence or domicil in the parish of Concordia.

8th. To the eighth interrogatory witness says he had none.

9th. To the ninth interrogatory witness says: In Natchez, Miss.

10th. To the tenth interrogatory witness says: Wade R. Young ran for the position of representative for Concordia parish in 1879, and voted in the parish of Concordia at the general elections from 1876 to 1882, inclusive.

347 Cross-examination:

To cross-interrogatory 1st witness says: From 1876 to 1880 Wade R. Young did claim to be a resident of Concordia parish. To my knowledge he registered & voted in said parish.

To cross-interrogatory 2nd witness says: From 1880 to 1882 Wade R. Young did not own any property, or pay any taxes, or pursue any business or occupation, or have any interest in the State of Mississippi other than to occupy a rented house with his family in the city of Natchez, to my knowledge.

To cross-interrogatory 3rd witness says: Yes, to each one of these questions propounded in said interrogatory.

4th. To cross-interrogatory 4th witness says: Wade R. Young during the period mentioned did not make any declaration or do any act to indicate an intention to acquire a residence in Mississippi other than to rent a house in Natchez for his family and eat and sleep there whenever he was in the vicinity of Natchez or Vidalia, La.; that Judge Spenser, while Congressman from this district, from 1875 to 1877 and for many years prior thereto, did occupy a rented house in Natchez with his family and reside there; that Mr. Green, present representative from Concordia parish, Mr. Heiserodt,
348 present levee commissioner on the *leavy* board for Concordia parish, live with their families in Natchez; that F. S. Shields & Sam'l Block, former presidents of the police jury for Concordia parish, lived in Natchez with their families; that it has been the custom for many years for residents & citizens of Louisiana to keep their families in and about Natchez for the purpose of health, education, & society while they pursue their business in Louisiana.

5th. To cross-interrogatory witness says: Yes, to each question propounded to him in said interrogatory.

WILMER H. SHIELDS.

Sworn to & subscribed by Wilmer H. Shields before me, Gus. Lemle, notary and special commissioner herein, at Vidalia, Louisiana, on this the 9th day of October, A. D. eighteen hundred and eighty-nine.

Witness my hand and official seal on the day and date above written.

[SEAL.] GUS. LEMLE,
Notary Public & Special Commissioner.

I, the undersigned, Gus. Lemle, a notary public duly commissioned and qualified in and for the parish of Concordia,
349 & 350 State of Louisiana, and special commissioner herein, do hereby certify that I caused Wilmer H. Shields, the witness above named, to appear before me at the time and place above named, pursuant to the annexed commission, and, after solemnly and publicly swearing said witness to testify and declare the truth, the whole truth, and nothing but the truth in answer to the annexed direct and cross interrogatories propounded, — to examine said —— —— by propounding to him the said direct & cross interrogatories and reducing his answers thereto in writing with my own hand, and that I caused the said witness to sign his depositions before me as appears above.

Witness my hand and official seal, at Vidalia, La., on this 12th day of October, 1889.

[SEAL.] GUS. LEMLE,
Notary Public & Special Commissioner.

I do hereby certify that the interlineations "place," in 27th line on 1st page; "or domicil," 6th line, third page; "in &," in 4th page in 14th line, and the following erasures, "State of Mississippi," in 5th line on 4th page, and "Mr. Green & Mr. Heiserodt," were made before signing.

351 Witness my hand and official seal, at Vidalia, La., on this 12th day of October, 1889.

[SEAL.] GUS. LEMLE,
Notary Public & Special Commissioner.

352 U. S. Circuit Court, Western District of Louisiana.

EDW'D NALLE & CO.
vs.
W. R. YOUNG. } No. 48.

On intervening petition of Mrs. B. F. Young & cross-bill of Wade R. Young.

The complainants respectfully show to the court that the testimony of Joseph Curry, of the parish of Tensas, & of Wilmer H. Shields, of the parish of Concordia, is necessary & material to them in the trial of this cause.

Wherefore they pray for the issuance of commissions directed to

special commissioner at St. Joseph, La., and at Vidalia, La., to take the answers of said witness to the annexed interrogatories, & that said answers when so taken may be used in evidence in this cause, and for gen'l relief.

C. J. & J. S. BOATNER, *Solicitors.*

Interrogatories to W. H. Shields.

1st. What is your vocation and what public office, if any, do you occupy?

2nd. If you have said that you are clerk of the district
353 court in and for the parish of Concordia, please state whether or not as such you have official charge and custody of the notarial & mortgage records of said parish.

3rd. If yea, please examine said records and state whether or not there is on file or of record in your office any declaration of domicil made by Wade R. Young establishing or declaring his domicil in said parish prior to June 5th, 1882.

4th. If there is such a paper or document on file or of record annex a copy of the same.

5th. Where were you residing during the year 1882 & years prior thereto to, say, 1878?

6th. Were you acquainted with Wade R. Young during those years?

7th. If yea, state whether or not the said Wade R. Young had any residence or domicil in the parish of Concordia during those years.

8th. If yea, where was the same situated?

9th. State, if you know, where his family have resided
354 since 1878 & where they now reside.

10th. State any other fact within your knowledge pertinent to the matters at issue in this cause and which may be of advantage to either of the parties as fully as if specially interrogated in relation to the same.

Interrogatories to Joseph Curry, of Vidalia, La.

1st. Please state your occupation.

2nd. If you state that you are clerk of the district court for Tensas parish, please examine the records of your office & state whether or not there is on file or of record any declaration of domicil by Wade R. Young filed or recorded prior to June 5th, 1882. If yea, annex a copy of such declaration to your answer.

3rd. State whether or not you are acquainted with said Wade R. Young & with Mrs. B. F. Young, his wife. If yea, how long have you known them?

4th. Where does the family of said Wade R. Young, including Mrs. B. F. Young, now reside and how long have they resided there?

355 5th. State whether or not Wade R. Young had or claimed any residence or domicil in the parish of Tensas on the 5th of June, 1882. If yea, where was it?

6th. Do you know who occupied that portion of the St. Peter's plantation belonging to W. R. Young in 1882?

7th. Was said party les-ee or manager?

8th. Do you know for whos- account the plantation was cultivated in 1882?

9th. Do you know or can you state, &c.?

C. J. & J. S. BOATNER, *Solicitors.*

Clerk's office, U. S. court, 5th circuit, western dist. of La.

MONROE, LA., *Oct.* 2, 1889.

Let a commission issue, directed to M. A. Joyce, at Vidalia, La., and to —— ——, at St. Joseph, La., to take the answers of Joseph Curry and Wilmer H. Shields to the foregoing interrogatories, the same to be returnable on or before the second Monday in October, 1889.

[SEAL.]

H. MOISE,
D'y Clk U. S. Courts.

356 Cross-interrogatories to be propounded to Joseph Curry and Wilmer H. Shields, as witnesses for the plaintiffs, E. Nalle & Co., on the hearing of the opposition and cross-bill and the intervening petition in the suit of E. Nalle & Co. *vs.* Wade R. Young, No. 48, on the docket of the U. S. circuit court for the western district of Louisiana.

1st. Did Wade R. Young ever claim to be a resident of Tensas parish, and did he not claim to be a resident of Concordia parish from February, 1876, to October, 1880?

2nd. Did Wade R. Young during that period and up to October, 1882, own any property or pay any taxes, or pursue any business or occupation, or have any interest in the State of Mississippi other than to occupy a rented house with his family in the city of Natchez, to your knowledge?

3rd. Did he not have a law office at Vidalia and practice law and plant cotton in Louisiana during that period, and did he not co-operate with you in the politics of the time by voting at elections, attending conventions, running for office, and exercising the
357 rights and discharg- the duties of a resident and citizen of Louisiana? Did he not at the general election of 1876 act as U. S. supervisor and vote at the Vidalia precinct?

Did he not in 1878 attend the parish, congressional, and State conventions of the Democratic party as a delegate and co-operate with you in suppressing a riot in Concordia and Tensas parishes as an officer of State troops and vote at the election? Did he not in 1879 attend the parish, district, and State conventions of the Democratic party as a delegate; offer to accept a nomination for the office of district attorney for Tensas and Concordia parishes, and was he

not at the State election of that year a candidate for the legislature for the parish of Concordia and voted for as such, and did he not prevent the seating of his opponent and get a unanimous report from the judiciary committee giving him the seat, which was defeated in the house on the sole ground that he did not receive a majority of the votes, and the seat declared vacant at the extra session of 1881 and 1882, as a resident and citizen of Louisiana, and attended the congressional convention as a delegate in August, 1882?

358 4th. Did he during that period make any declaration or do any act to indicate an intention to acquire a residence in Mississippi other than to rent a house in Natchez for his family and eat and sleep there when his business permitted?

Did not the late Judge Spencer, when he represented the 5th Louisiana district in Congress from 1875 to 1877, and when he was appointed to the supreme court in 1877 and for many years prior to that time, occupy with his family a rented house in Natchez and have his law office in Vidalia and practice his profession in Louisiana?

Do-s not Mr. Green, the present member of the legislature from Concordia, now rent a house in Natchez in which his family live, and does not Mr. Herzerodt, the member of the levee board for Concordia parish, own a house in Natchez in which his family live while they plant and reside in Louisiana, and has it not been the custom for many years for residents and citizens of Louisiana to keep their families in or about Natchez for the purpose of health or education or society while they pursued their business in Louisiana?

5th. Did not Wade R. Young remove his law office to
359 Delta in October, 1880, and cease to come to Natchez or Vidalia except to visit his family or to attend court?

And did he not remove his law office from Delta to Vicksburg, Mississippi, and has he not resided there and ceased to claim a residence in Louisiana since October, 1882, except when he came to Tensas parish in April of last year and announced his intention to reside there and subsequently returned to Vicksburg?

WADE R. YOUNG,
Solicitors and Pro Se.

A true copy.
Attest:
[SEAL.]

H. MOISE,
D'y C'lk U. S. Courts.

360 Circuit Court of the United States of America for the Western District of Louisiana, Holding Sessions in the city of Monroe, Louisiana.

To Gus. Lemle, special commissioner:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Wilmer H. Shields and him duly examine on the annexed interrogatories on oath touching and con-

cerning certain matters and things in a case now pending in the said court, wherein Edw'd Nalle and Co. are plaintiffs and W. R. Young defendant, on intervening petition of Mrs. Bethia Young & cross-bill of Wade R. Young, defendant; and the same examinations, so taken and reduced to writing, you certify under your hand and seal and send enclosed to this court, at ——, on or before the 2d Monday in Oct., *day of*, 1889, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, at the city of Monroe, [SEAL.] this second day of October, in the year of our Lord, 1889, and of the Independence of the United States of America the 113th.

H. MOISE,
D'y Clerk U. S. Courts.

361 [Endorsed:] No. 48. U. S. circuit court. Edward Nalle & Co. *vs.* Wade R. Young. Commission. Filed October 19th, 1889. H. Moise, d'y cl'k.

362 *Agreement of Counsel.*

U. S. Circuit Court, Western District of Louisiana.

E. NALLE & CO.
vs.
WADE R. YOUNG; Mrs. BETHIA F. YOUNG, Intervening Petitioner. } No. 48. In Equity.

In this cause it is stipulated and agreed that the cross-bill and opposition to the sale and the intervening petition shall be submitted for final hearing on the pleadings, exhibits, depositions, and proofs now on file in the cause, subject to all legal objections and such additional evidence as may be offered before the hearing or briefs to be filed, and shall be decided by the court, at its February term, to be holden at Shreveport in the year 1890.

WADE R. YOUNG,
Pro Se & Mrs. Bethia F. Young.
C. J. & J. S. BOATNER, *Att'y-*.

363 Endorsed: No. 48. U. S. circuit court, western district of Louisiana. E. Nalle & Co. *vs.* Wade R. Young, Mrs. B. F. Young, intervening petitioner. Agreement of counsel. Filed February 10th, 1890. J. B. Beattie, clerk.

364 *Replication.*

U. S. Circuit Court, Western Dist. of Louisiana.

E. NALLE & Co.
vs.
WADE R. YOUNG; Mrs. BETHIA F. YOUNG, Intervenor. } In Equity. No. 48.

The replication of Wade R. Young, complainant, and Mrs. Bethia F. Young, intervenor, to the answer of E. Nalle & Co. and others, defendants, to the cross-bill and intervening petition.

These repliants, saving and reserving to themselves all and all manner of advantage of exception which may be had and taken to the answer of the said defendants for replication thereunto, say that their bill and intervening petition are true, and that the answer of the said defendants is not true; all which matters and things these repliants are ready to prove as this hohorable court shall direct, and humbly pray as they have already prayed.

WADE R. YOUNG,
Solicitor & pro Se.

365 Endorsed: No. 48. U. S. circuit court, western district of La. E. Nalle & Co. *vs.* Wade R. Young; Mrs. B. F. Young, intervening petitioner. Replication. Filed Feb'y 10th, 1890. J. B. Beattie, clerk.

366 *Deposition of Joseph Curry.*

U. S. Circuit Court, Western Dist. of Louisiana.

EDWARD NALLE & Co.
vs.
W. R. YOUNG. } No. 48.

On intervening petition of Mrs. B. F. Young & cross-bill of Wade R. Young.

Deposition of Joseph Curry, a witness produced, sworn, & examined on this 5th day of October, 1889, at St. Joseph, La., before me, Hugh Tullis, special commissioner, under and by virtue of the annexed commission, to take depositions in the above-styled cause now pending in the above-styled honorable court.

JOSEPH CURRY, residing in St. Joseph, Tensas parish, Louisiana, being first duly sworn on the Holy Bible, on this 5th Oct., A. D. 1889, doth depose and say as follows, to wit:

1st. To the 1st interrogatory he says: I am clerk of the 9th district court for Tensas parish, Louisiana.

2d. To the 2nd interrogatory he says: There is no declaration of domicil of Wade R. Young on file or of record in my office.

3rd. To interrogatory 3d he says: I have known Wade R.
367 Young twelve or thirteen years. I am not acquainted with his wife, Mrs. B. F. Young.

4th. To interrogatory 4th he says: They reside in Natchez, Mississippi.

5th. To interrog. 5th he says: He did not claim any residence or domicil in Tensas parish on June 5th, 1882, to my knowledge.

6th. To interrog. 6th he says: It was leased to and occupied by negro tenants.

7th. To interrog. 7th he says: For account of Wade R. Young the place was leased to the negro-s occupying the same by W. C. Young, as agent for Wade R. Young.

9th. To interrog. 9th he says: I know nothing further in this matter.

Cross-interrogatories:

1st. To X intg. 1st he says: I never heard that Wade R. Young claimed to be a citizen of Tensas parish until the spring before the congressional election of 1888, when he announced, through the Tensas Gazette, his candidacy for Congress, representing himself as a resident of Tensas parish.

368 2nd. To cross-intg. 2nd, he says: Not to my knowledge.

3rd. To cross-intg. 3rd, he says: I know that he practiced law & planted cotton in Louisiana from about 1878 to 1883. He was actually engaged in politics in the parishes of Concordia and Tensas during that time & attended political conventions as a delegate. He was a candidate for the legislature from Concordia in 1878 and contested the seat of his opponent. As to the other political matters enquired of I know nothing.

4th. To cross-intg. 4th, he says: I do not know of any such declaration or act. I cannot say as to the residence of the late Judge Spencer or Mr. Wilmer H. Shields or Mr. Green or Mr. Hiserodt. It has not been the custom of citizens of Tensas parish to have their families in Natchez. As to the custom of citizens of other portions of this State in this respect I do not know.

5th. To X intg. 5th, he says: I don't know when, if ever, Wade R. Young removed his law office to Delta. I don't know when he removed his office to Vicksburg, but know he has lived there
369 some time & now lives there some time and now lives there. I don't know the exact date when he ceased to claim a residence in Louisiana.

JOS. CURRY.

Sworn to and subscribed before me this 5th October, 1889.

HUGH TULLIS,
Special Commissioner.

I, Hugh Tullis, special commissioner in this cause, do hereby certify that I caused Joseph Curry, the witness hereinbefore named & examined, to appear before me at the time and place above designated & after publicly and solemnly swearing him to tell the truth,

the whole truth, and nothing but the truth, in answer to the annexed interrogatories, I then and there proceeded to examine said witness by propounding to him said interrogatories & reducing his answers thereto in writing in my presence & in presence of said witness, and then caused said witness to sign his deposition in my presence, as already stated.

In witness whereof I have hereunto set my hand this 5th Oct., A. D. 1889.

HUGH TULLIS,
Special Commissioner.

370 U. S. Circuit Court, Western Dist. of Louisiana.

EDW'D NALLE & CO.
vs.
W. R. YOUNG. } No. 48.

On Intervening Petition of Mrs. B. F. Young & Cross-bill of Wade R. Young.

The complainants respectfully show to the court that the testimony of Joseph Curry, of the parish of Tensas, & of Wilmer H. Shields, of the parish of Concordia, is necessary and material to them in the trial of this cause, wherefore they pray for the issuance of commissions directed to special commissioners at St. Joseph, La., and at Vidalia, La., to take the answers of said witnesses & that said answers when so taken may be used as evidence in this cause & for gen'l relief, &c.

C. J. & J. S. BOATNER, *Solicitor-*.

Intgs. to W. H. Shields.

1st Intg. What is your vocation, and what public office, if any, do you occupy?

2sd. If you have said that you are clerk of the district court in and for the parish of Concordia, please state whether or not
371 as such you have official charge and custody of the notarial & mortgage records of the said parish.

3rd Intg. If yea, please examine said records & state whether or not there is on file or of record in your office any declaration of domicil made by Wade R. Young establishing or declaring his domicil in said parish prior to June 5th, 1882.

4th Intg. If there is such a paper or document on file or of record annex a copy of the same.

5th Intg. Where were you residing during the year 1882 & years prior thereto, to say 1878?

6th Intg. Were you acquainted with Wade R. Young during those years?

7th Intg. If yea, state whether or not the said Wade R. Young had any residence or domicile in the parish of Concordia during those years?

8th Intg. If yea, where was the same situated?

9th Intg. State, if you know where his family resided since 1878, and where they now reside.

372 10th. State any other fact within your knowledge, pertinent to the matters at issue in this cause and which may be of advantage to other of the parties, as fully as if specially interrogated in relation to the same.

Interrogatories to Joseph Curry of St. Joseph, La.

1st Intg. Please state your occupation.

2nd Intg. If you have stated that you are clerk of the district court for Tensas parish, please examine the records of your office and state whether or not there is on file or of record any declaration of domicil by Wade R. Young, filed or recorded prior to June 5th, 1882. If yea, annex a copy of such declaration to your answer.

3rd Intg. State whether or not you are acquainted with said Wade R. Young & with Mrs. B. F. Young, his wife. If yea, how long have you known them?

4th Intg. Where does the family of said Wade R. Young, including Mrs. B. F. Young, now reside, and how long have they resided there?

373 5th Intg. State whether or not Wade R. Young had or claimed any residence or domicil in the parish of Tensas on the 5th of June, 1882. If yea, where was it?

6th Intg. Do you know who occupied that portion of the St. Peter's plantation belonging to W. R. Young in 1882?

7th Intg. Was said party lessee or manager?

8th Intg. Do you know for whose account the plantation was cultivated in 1882?

9th. Do you know or can you state, &c.?

C. J. & J. S. BOATNER, *Solicitors.*

Clerk's office U. S. court, 5th circuit, western dist. of Louisiana.

MONROE, La., *Oct. 27th*, 1889.

Let a commission issue directed to M. A. Joyce at Vidalia, La., and to —— —— at St. Joseph, La., to take the answers of Joseph Curry and Wilmer H. Shields to foregoing interrogatories, the same to be returnable on or before the second Monday in October, 1889.

Done and signed this 2d day of Oct., 1889.

[SEAL.] H. MOISE,
D'y Clerk U. S. Courts.

374 Cross-interrogatories to be propounded to Joseph Curry and Wilmer H. Shields as witnesses for the plaintiffs, E. Nalle & Co., on the hearing of the opposition and cross-bill & the intervening petition in the suit of E. Nalle & Co. *vs.* Wade R. Young, No. 48 on the docket of the U. S. circuit court for the western district of Louisiana.

1st X Intg. Did Wade R. Young ever claim to be a resident of Tensas parish, and did he not claim to be a resident of Concordia parish from February, 1876, to October, 1880?

2sd X Intg. Did Wade R. Young during that period and up to October, 1882, own any property or pay any taxes or pursue any business or occupation or have any interest in the State of Mississippi other than to occupy a rented house with his family in the city of Natchez, to your knowledge?

3rd X Intg. Did he not have a law office at Vidalia and practice law and plant cotton in Louisiana during that period, and did he not co-operate with you in politics of the time by voting at elections, attending conventions, running for office, and exercis-
375 ing the rights and discharging the duties of a resident and citizen of Louisiana?

Did he not at the general election of 1876 act as U. S. supervisor and vote at the Vidalia precinct? Did he not in 1878 attend the parish, congressional, and State conventions of the Democratic party as a delegate and co-operate with you in suppressing a riot in Concordia and Tensas parishes as an officer of the State troops and vote at the election? Did he not in 1879 attend the parish, district, and State conventions of the Democratic party as a delegate, offer to accept a nomination for the office of district attorney for Tensas and Concordia parishes, and was he not at the State election of that year a candidate for the legisla*tion* for the parish of Concordia and voted for as such, and did he not prevent the seating of his opponent and get a unanimous report from the judiciary committee giving him the seat, which was defeated in the house on the sole ground that he did not receive a majority of the votes, and the seat declared vacant at the extra session of 1881? Did he not co-operate with you in 1880 and 1882 as a resident and citizen of Louisiana and attend the congressional convention as a delegate in August, 1882?

376 4th X Intg. Did he during that period make any declaration or do any act to indicate an intention to acquire a residence in Mississippi other than to rent a house in Natchez for his family and eat and sleep there when his business permitted?

Did not the late Judge Spencer, when he represented the 5th Louisiana district in Congress, in 1875 to 1877, and when he was appointed to the supreme court, in 1877, and for many years prior to that time occupy with his family a rented house in Natchez and have his law office in Vidalia and practice his profession in Louisiana?

Did not Wilmer H. Shields at one time rent a house in Natchez for his family while he planted and resided in Louisiana? Does

not Mr. Green, the present member of the legislature from Concordia parish, now rent a house in Natchez in which his family live, and does not Mr. Hizerodd, the member of the levee board for Concordia parish, own a house in Natchez in which his family live, while they plant and reside in Louisiana; and has it not been the custom for many years for residents and citizens of Louisiana to keep their families in or about Natchez for purposes of health or education or society while they pursued their business in Louisiana?

377 5th. Did not Wade R. Young remove his law office to Delta in October, 1880, and cease to come to Natchez or Vidalia except to visit his family or to attend court, and did he not remove his law office from Delta to Vicksburg, Mississippi, and has he not resided there and ceased to claim a residence in Louisiana since October, 1882, except when he comes to Tensas parish in April of last year and announced his intention to reside there and subsequently returned to Vicksburg?

WADE R. YOUNG,
Solicitor and pro Se.

A true copy.
Attest:
[SEAL.]

H. MOORE,
D'y Cl'k, U. S. Courts.

378 Circuit Court of the United States of America for the Western District of Louisiana, Holding Sessions in the City of Monroe, Louisiana.

To Hugh Tullis, Esq., special commissioner:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Joseph Curry, Esq., and him duly examine on the annexed interrogatories on oath touching and concerning certain matters and things in a case now pending in the said court wherein Ed. Malle and Co. — plaintiff and W. R. Young, on intervening petition of Mrs. B. F. Young & cross-bill of Wade R. Young, defendant, and the same examinations so taken and reduced to writing you certify, under your hand and seal, and send enclosed to this court, at Monroe, on or before the second Monday of October, 1889, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, at the city of Monroe, this second day of October, in the year of our Lord 1889, and of the Independence of the United States of America the 113th.

H. MOISE,
D'y Clerk U. S. Courts.

379 [Endorsed:] No. 48. U. S. circuit court. E. Nalle & Co. *vs.* Wade R. Young; Mrs. B. F. Young, int'or. Commission. Received in office, opened, and filed Feb'y 17th, 1890. J. B. Beattie, clerk.

380 *Deposition of Mrs. B. F. Young.*

U. S. Circuit Court, Western Dist. of La. In Equity.

E. NALLE & CO. }
vs. } No. 48.
WADE R. YOUNG. }

To any United States commissioner in and for the State of Mississippi:

Know ye that we, reposing confidence in your prudence and fidelity, do by these presents give you authority diligently to examine Mrs. Bethia F. Young in a certain suit now pending in our court in which E. Nalle & Co. is plaintiff and Wade R. Young defendant on the part of said defendant.

Thereupon we desire you, at certain times and places by you to be appointed for that purpose, to cause the said witness to come before you; that you then and there examine her upon oath first taken before you upon the Holy Evangelist; that you reduce the said examination to writing and, when you shall have so taken the same, you send it, closed up under seal, to us in our said court, at the court-house at Monroe, Louisiana, on or before the first Monday of October prox.; and have then and there this writ.

381 Witness the Honorable M. W. Fuller, Chief Justice of the Supreme Court of the United States, this 18th day of September, A. D. 1889.

H. MOISE,
[SEAL.] *D'y Clerk.*

U. S. Circuit Court, Western District of La. In Equity.

E. NALLE & CO. }
vs. } No. 48.
WADE R. YOUNG. }

Interrogatories and cross-interrogatories to be propounded to the intervening petitioner, Mrs. Bethia F. Young, as a witness on her own behalf, the answers to which, when sworn to before any competent officer, shall be used as evidence on the hearing of the intervening petition, subject to all legal objections except to the form and manner of taking.

1st Intg. Where did your parents reside and where did you reside before your marriage, and where did you and your husband reside after your marriage prior to October, 1882?

2d Intg. What were yours and your husband's reasons for
382 removing from the parish of Tensas to the parish of Catahoula and afterwards from the parish of Catahoula?

3rd Intg. What were your reasons for renting a house in the city of Natchez and State of Mississippi and did you go there with the intention of acquiring a residence there?

4th Intg. Did you or your husband buy or own property, pay taxes, claim or exercise citizenship, pursue any business or occupation, have any interests, or do any act prior to October, 1882, to indicate an intention to reside in Mississippi; and, if so, what?

5th Intg. What was the business of your husband and where was his property and in what State was that business carried on and where was his place of business prior to October, 1882?

6th Intg. What acts did your husband do to indicate his intention to retain his residence in Louisiana?

7th Intg. When did your husband first form and act on an intention to abandon his residence in Louisiana, what were his reasons for doing so, and by what acts did he indicate that intention?

383 8th Intg. What consideration did you receive for the attempted cancellation of your mortgage and under what circumstances was it attempted?

9th Intg. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them or that may be material to the subject of this your examination or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

WADE R. YOUNG, *Solicitor.*

A true copy.
Attest:
[SEAL.] H. MOISE,
D'y Clerk U. S. C. C., 5 Circuit, Western District of Louisiana.

E. NALLE & CO.
vs.
WADE R. YOUNG.

Intervention of Mrs. B. F. Young.

Cross-interrogatories to Mrs. B. F. Young.

1st cross-intg. Please give the date of your removal from Calahoula parish to Natchez.

384 2sd X Intg. Was your removal to Natchez a permanent or temporary arrangement? If temporary, how long did you expect to remain & where did you expect thereafter to establish a permanent home?

3rd X Intg. Have you resided elsewhere than in Natchez since you removed to that place? If yea, where have you resided elsewhere & how long?

4th X Intg. If you answer the 4th interrogatory-in-chief in the negative, please state if you speak from personal knowledge or from information given by W. R. Young or others.

5th X Intg. Was it not yours and your husband's intention when you moved to Natchez to make it your permanent home?

6th X Intg. If not, how long did you expect to remain there?

7th X Intg. Have you answered these interrogatories, both direct

& cross, before the commissioner or have your answers been previously prepared? If the latter, who has prepared or assisted you in this preparation?

C. J. & J. S. BOATNER, *Solicitors.*

A true copy.
Attest:
[SEAL.]

H. MOISE,
D'y Clk U. S. C. C., 5th Circuit, West. Dist. of La.

385 Answers of Mrs. Bethia F. Young to the interrogatories and cross-interrogatories propounded to her as intervening petitioner and witness on her own behalf in the suit of E. Nalle & Co. *vs.* Wade R. Young, No. 48, in the U. S. circuit court for the western district of Louisiana.

To the 1st intg. My parents resided in Catahoula parish, Louisiana, and died there. I resided with them until my marriage, in October, 1865, and then resided with my husband, in Tensas parish, until January, 1870, when we removed to Calahoula parish and resided there until February, 1876, when my husband went to Vidalia, Concordia parish, Louisiana, to practice law and rented a house for his family in Natchez, Mississippi, where I have lived with our children ever since. In October, 1880, my husband removed his law office to Delta, in Madison parish, Louisiana, and in October, 1882, removed it to Vicksburg, Mississippi. My husband has not lived with us in Natchez since October, 1880, but has lived at his place of business, and has only come to Natchez to visit his family or to attend court in Vidalia.

386 To the 2d intg. We removed from Tensas to Catahoula because my father wished me to live with him after my mother's death, and we removed from Catahoula because our home was sold for debt and my husband wished to practice law at Vidalia.

To the 3rd intg. We rented a house in Natchez because we wished to have our children educated there and because my husband, so long as he practiced at Vidalia, could take his meals and spend his nights with us. So far as I understand the meaning of the word, it was not his intention to acquire a residence there, but I can only give the facts.

To the 4th intg. We neither bought nor owned property, except furniture and household effects, nor paid taxes in Mississippi, nor did my husband claim or exercise citizenship, pursue any business or occupation, have any interest, or do any act prior to October, 1882, to indicate an intention to reside in the State, except that as long as he had his office at Vidalia and was not away on business he took his meals and spent his nights with us.

387 To the 5th intg. My husband's business was to practice law and to plant and grow cotton, and his business and his property and his place of business were in Louisiana before Oct., 1882.

To the 6th intg. He practiced law, planted cotton, attended party

conventions, voted, ran for office, and spent most of his time in Louisiana.

To the 7th intg. In October, 1882, my husband removed his office to Vicksburg, Mississippi, to try to build up a law practice there, because his business in Louisiana, on account of the overflow of that year, was broken up.

To the 8th intg. I did not receive any consideration, so far as I am advised, and knew nothing about the business, except that I signed certain papers at my husband's request to help him in his business.

To the general intg. I have stated all that I know.

388 To the 1st cross-intg. We rented a house in Natchez and moved into it on February, 1876.

To the 2sd X intg. I understood the arrangement to be temporary, as that was the best we could do at the time. Our future movements were to depend on my husband's success in his business and were not definite.

To the 3d cross-intg. I have lived in Natchez with our children since February, 1876, but my husband has not lived with us since he moved his office to Delta in October, 1880, and we have remained here because we could not help it.

To the 4th cross-intg. I speak from personal knowledge of my husband's business, acquired, as a wife should acquire such knowledge, from conferences with him, from his acts and declarations, and from facts and circumstances coming under my observation.

To the 5th X intg. It was never the intention of my husband or of myself to make Natchez our permanent home.

To the 6th X intg. Our plans were indefinite and depended on my husband's business.

389 To the 7th cross-intg. My answers to the questions and cross-questions have been previously prepared, with the assistance of my husband, and sworn to before the commissioner.

BETHIA F. YOUNG.

Sworn to and subscribed before me, at Natchez, Mississippi, September the 26th, 1889.

THOS. REED,
U. S. Commissioner, Southern Dist. of Mississippi.

Endorsed: No. 48. U. S. circuit court, western district of La. E. Nalle & Co. *vs.* Wade R. Young; Mrs. B. F. Young, intervening petitioner. Deposition of Mrs. B. F. Young. Received in office Feb'y 19th, 1890. J. B. Beattie, clerk.

390 *Deposition of Wade R. Young.*

U. S. Circuit Court, Western Dist. of La. In Equity.

E. NALLE AND CO.
vs.
WADE R. YOUNG. } No. 48.

To any U. S. commissioner in and for the State of Mississippi:

Know ye that we, reposing confidence in your prudence and fidelity, do by these presents give unto you authority diligently to examine Wade R. Young in a certain suit now pending in our court in which E. Nalle & Co. is plaintiff and Wade R. Young is defendant, on the part of said defendant.

Therefore we desire you, at certain times and places by you to be appointed for that purpose, to cause the said witness to come before you; that you then and there examine him upon oath, first taken before you upon the Holy Evangelist; that you reduce the said examination to writing, and when you shall have done so taken the same you send it, closed up under seal, to us in our said court, at the court-house at Monroe, Louisiana.

391 U. S. Circuit Court, Western District of La. In Equity.

E. NALLE & CO.
vs.
WADE R. YOUNG. } No. 48.

Interrogatories & cross-interrogatories to be propounded to the defendant, Wade R. Young, as a witness on his own behalf, the answers to which, when sworn to before any competent officer, shall be used as evidence on the hearing of the cross-bill and opposition to the confirmation of the sale, subject to all legal objections, except to the form and manner of taking.

1st. Where did you reside prior to October, 1882?

2nd. Did you, prior to 1882, remove from the State of Louisiana, with the intention of not returning, and locate in any other State, with the intention of remaining?

3rd. Did you, prior to that time, take your family to any other State; and, if yea, what were your reasons for doing so?

4th. Did you buy property, pay taxes, claim or exercise citizenship, pursue any business or occupation, have any interests,
392 or do any act in said State to indicate an intention to remain in such other State; and, if so, what?

5th. Where was your property and your business and your place of business prior to that time?

6th. What acts did you do to indicate your intention to retain your residence in Louisiana?

7th. When did you first form and act on an intention to abandon

your residence in Louisiana; what were your reasons for doing so, and by what act did you indicate that intention?

8th. How long have you known Walter Flower, of plaintiff's farm, and what was his profession? Upon whose direction was the mortgage to the plaintiffs and the attempted renunciation of Mrs. Young executed, and under what circumstances?

9th. Please state what was said and done between you and the marshal and the attorney for plaintiffs at the attempted sale.

10th. Do you know or can you set forth any other matter
393 or thing which may be a benefit or advantage to the parties at issue in this cause or either of them or that may be material to the subject of this your examination or the matter in question in this cause? If yea, set forth the same fully and at large in your answer.

Cross-interrogatories to Wade R. Young.

1st. When did you remove your family to the city of Natchez?

2nd. Has not your family resided there continuously since?

3rd. Where has your home been since you left Catahoula parish?

4th. If you say you exercised rights of citizenship, state in what parish those rights have been exercised.

5th. If you state you have voted in the parishes of Concordia or Tensas, state whether you have had any place of abode in either parish since 1879. If yea, in which have you had any home or place in either of those parishes where you could stop overnight except as guest or for pay?

6th. Is it not a fact that you have always claimed that you were — by the constitution of 1899?

C. J. & J. S. BOATNER, *Solicitors.*

A true copy.
Attest:
[SEAL.]

H. MOISE,
Dy Clk, U. S. Circuit Court, Fifth Circuit, West. Dist. of Louisiana.

394 Answer of the witness Wade R. Young to the interrogatories and cross-interrogatories propounded to him as a defendant and witness on his own behalf in the suit of E. Nalle & Co. *vs.* Wade R. Young, No. 48, in the U. S. circuit court for the western district of Louisiana.

To the 1st intg. In November, 1865, I went with my wife to reside on the St. Peter plantation, in Tensas parish, Louisiana, and resided there until Jan'y, 1870.

I then went to reside on the Llanada plantation, in Catahoula parish, and reside- there until February, 1876. I then went to the parish of Concordia to practice law and established my office and place of business in the town of Vidalia, in that parish, and regarded that as my residence, although I rented a house in Natchez, Mississippi, and placed my wife and children there. In October,

1880, I established an office in Delta, Madison parish, Louisiana, and practiced law there and regarded that as my residence, although my family remained in Natchez.

To the 2d intg. I never prior to October, 1882, removed from the State of Louisiana, with the intention of not returning,
395 and located in any other State, with the intention of remaining.

To the 3d intg. The town of Natchez, Mississippi, is directly opposite Vidalia, Louisiana, and communication is had by a steam ferry crossing hourly from sunrise to sunset and by rowboats at all times. I wished to give my children as good an education as my means allowed, and, as I could not afford to send them abroad or to the east, and as Natchez offered very good schools, while Vidalia had none fitted, I rented a house in Natchez and left my family there for the purpose of having the children educated. I felt no hesitation about this, because the late Judge Spencer, of the Louisiana supreme court, who then represented the district in Congress, had rented a house in Natchez for his family and practiced law with an office in Vidalia in the same way for nearly ten years prior to that time and was doing so at the time of his appointment to the bench.

To the 4th intg. I bought no property, paid no taxes, claimed nor exercised no citizenship, pursued no business nor occupation, had no interests, and did no act in Mississippi to indicate an in-
396 tention to reside there, other than the act of taking my meals and sleeping at night with my family, while my office was at Vidalia and my business permitted me to do so, and after the establishment of my office at Delta I ceased to do that and only came to Natchez to visit my family or to attend court at Vidalia.

To the 5th intg. My property, my business, and my place of business were in Louisiana.

To the 6th intg. I practice- law, planted cotton, voted, attended party conventions, was a candidate for office, and spent most of my time in Louisiana prior to October, 1882.

To the 7th intg. After the overflow of 1882, finding my plantation business broken up and my credit destroyed and the law practice no longer profitable in Louisiana, I determined to locate in Vicksburg, Mississippi, and to build up a law practice in that State, and with this intention I removed my office from Delta in October, 1882, and established it at Vicksburg, and my residence *animo et facto* has been in Vicksburg since that time, except for the month of April of last year, when I went to St. Joseph, in Tensas par-
397 ish, with the intention to remain, but abandoned that intention and returned.

To the 8th intg. I have known Walter Flower for a number of years. When I first knew him he was practicing law, and when I met him in May, 1882, he was a member of plaintiff's firm.

I wished to borrow the sum of $2,500 for my plantation business, and applied to his firm through him. They would not obligate themselves to lend more than $1,500, and required a mortgage as security. I offered the St. Peter plantation and they accepted it on condition that my wife and my ward should renounce their prior

mortgages. I returned to Vidalia and prepared an act of mortgage, with a renunciation in due form, had it executed by the necessary parties, and forwarded it to plaintiff's firm. In reply I received the letter in evidence, in which the firm refuse to accept the renunciation and to make the advances on the security offered for the reasons assigned.

I then went to New Orleans and called on the firm to explain that the security was perfect, and found only Mr. Nalle there.

I stated to him that the assignment of the special mortgage
398 to Mrs. Young could be produced, and that Miss Mary R. Liddell had been christened Sarah M. and had afterwards adopted her mother's name, but he was not satisfied and said that the firm preferred a mortgage with a certificate showing no prior encumbrances for commercial reasons, and it was agreed that the parties should renounce by having their prior mortgages erased. I returned to Vidalia and obtained the desired powers for the erasure of the mortgages and the new certificate and forwarded it with a new act of mortgage to plaintiff's firm and they were accepted. Mr. Flower was not present at the interview, but I judge from the letter of the firm that the matter was under his direction and was submitted to and approved by him.

The two firm members were fully advised and informed of the existance and validity of the prior mortgages, and to get the money needed for my business I was compelled to do what they required, as it was then the middle of May and I had been trying since February to get the advances without success on account of the overflow. I never considered or examined until long afterwards
399 the effect of the attempted renunciation, as Mr. Flower was a competent lawyer and the legal adviser of his firm, was fully informed of all the facts, and must have approved if he did not advise the renunciation in that way.

My wife knew nothing about it, except that I submitted the papers to her and she signed them as she would have signed any papers which I asked her to sign.

To the 9th intg. On the day of the attempted sale I delivered to the marshal the protest annexed to the sale, and at my request he read it aloud at the offering. The property was to be sold at the twelve months' credit, as provided by the State law, and the marshal, under the direction of complainants' attorney, required the costs and certain liens claimed by complainants for taxes on the property paid by them to be paid in cash.

I had always disputed the validity of the taxes and was about to enjoin when complainants paid them without my knowledge or consent. The document annexed to this deposition, marked Exhibit "1," is the petition which I had prepared for the purpose. If the taxes had been valid I should not have recognized the
400 right of the complainants to require the payment in cash, as they had accuirred at most only a lien, to be enforced like any other lien. The property was offered by the marshal, and plaintiffs' attorney bid two thousand dollars. I bid more, and plaintiffs' attorney then bid $3,000 or thereabout, the full amount

of the liens claimed by them, with interests and costs. I bid more and announced to the marshal that I was ready to pay the costs and to furnish the bond, but that I would not pay in cash the amount claimed by plaintiffs for taxes.

I did this in order to protect myself, and I was ready to furnish the bond, to secure whatever might be lawfully due.

The marshal refused to recognize the bid so made and accepted the *the* last bid of plaintiffs' attorney for $3,000, and then allowed him to withdraw that bid and accepted a bid for $2,000.

I protested against these irregular proceedings and urged the marshal to refer the matter to the court or to wait its directions in the premises, but he replied that his costs had accumulated to a large amount, and he could only get them from plaintiffs by
401 obeying the directions of their attorney.

He then adjudicated the property to one of plaintiffs and passed the act of sale and was about to attempt to put the purchaser in possession when the restraining order was granted.

The property was then in the actual possession of my agent, William G. Fulton, who was employed by me as overseer, and Harry Jones, pretended to have been appointed keeper, was one of my tenants and laborers.

To the 10th intg. I have set forth fully all the matters and things which are of benefit or advantage to the parties or either of them or that may be material to the cause.

Cross-interrogatories:

To the first cross-intg. We rented and occupied a house in Natchez in February, 1876, and came there from Catahoula parish.

To the 2d cross-intg. My wife and children have lived in Natchez since that time, but I have not lived there since October, 1880.

402 To the 3d cross-intg. If by the word home you mean the place of constant residence, the house or place in which one resides, as defined, I have had none, as I lived with my family in rented houses until October, 1880, and since that time have lived by myself in hotels and boarding-houses.

To the 4th cross-intg. In the parish of Concordia.

To the 5th cross-intg. As I understand my place of abode or residence was at my place of business in Vidalia until October, 1880, in Delta until October, 1882, and in Vicksburg after that time. When my office was at Vidalia and my business permitted I naturally stopped over night with my family, but after that time I lived in hotels and boarding-houses. If I send my children with my wife to Europe or to Cambridge or to Sewanee to be educated, or leave them temporarily in Natchez and pursue my business at another place and visit them when I can, I do not understand that I become a resident of Europe, or Cambridge, or Sewanee, because I live in hotels and boarding-houses at my place of business.

403 To the 6th cross-intg. In 1880 the Judiciary committee of the House of Representatives, having the facts before it, reported

unanimously in favor of giving me the seat in that body as a representative from Concordia parish, and to prevent the adoption of that report the Elections committee, which had never had the case before it, was induced to report that it would be undemocratic to seat a minority candidate, and this last report was rushed through the House in my absence, and after publicly denouncing the prompters I quit in disgust, but there was never a question of my residence.

Subsequently, at the request of Mr. John S. Boatner, I submitted an opinion that the district attorney for Tensas and Concordia had vacated his office by selling his house in Tensas and buying a house in Natchez, and prosecuted for the attorney general the case against Hiram R. Steele, to be found in the State reports.

I am not aware that I have ever claimed, but have no doubt that I expressed the opinion, and certainly a grave doubt after that time,

404 that I was disfranchised by the provision which required an actual residence, as one of my objects in going to Delta was to become a citizen and resident of Madison parish.

I have never claimed or expressed the opinion, however, that the loss of the right to vote and hold office in Louisiana would make Mr. Steele or myself or any one else a resident of Mississippi or any other State, unless he went to such other State, *animo et facto*, as the two things are distinct.

WADE R. YOUNG.

Sworn to and subscribed before me at Vicksburg, Miss., October 7th, 1889.

L. M. LOEWENBERG,
U. S. Commissioner.

Endorsed: No. 48. U. S. circuit court, western dist. La. E. Nalle & Co. *vs.* Wade R. Young. Mrs. Bethia F. Young, intervening petitioner. Deposition of Wade R. Young. Received in office Feb'y 19th, 1890. J. B. Beattie, clerk.

405 *Extract of Minutes.*

SHREVEPORT, LA., WEDNESDAY, *February 26th*, 1890.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & CO.
vs.
WADE R. YOUNG; Mrs. B. F. YOUNG, Intervenor. } No. 48.

This case came on at this time, by consent of parties, to be heard upon the cross-bill and opposition to the confermation of the sale and the intervening petition, and was taken up and tried and submitted on brief to be furnished on or before the first Monday of April, 1890, and the cause is to be decided at the Monroe April term, 1890, of the United States circuit court.

Note of Evidence.

Plaintiff in cross-bill offers in evidence:

1st. Certified copy of act of mortgage from W. R. Young *et al.* to Mrs. Eliza H. Young, marked Exhibit A.

2nd. Certified copy of act of transfers from Mrs. S. J. Metcalf to Mrs. B. F. Young, marked Exhibit "B."

3rd. Certified copy of judgment of 9th district court, parish of Tensas, in favor of Mrs. B. F. Young, marked Exhibit "C."

406 4th. Letter from Wade R. Young to E. Nalle & Co., dated May 20th, 1882.

5. Letter from E. Nalle & Co. to Wade R. Young, dated May 22d, 1882.

6. Letter from Wade R. Young to E. Nalle & Co., dated June 10th, 1882.

7. Letter from E. Nalle & Co. to Wade R. Young, dated June 13th, 1882.

8th. Act of mortgage from Wade R. Young to E. Nalle & Co., dated June 2d, 1882.

9. Deposition of Joseph Curry and Wilmer H. Shields.

10. Deposition of Wade R. Young, taken in his own behalf.

Objected to by defendant's counsel. Objection overruled.

11. Deposition of intervenor, Mrs. B. F. Young, a witness in her own behalf.

Objected to by defendant's att'y. Objection overruled.

12. Generally, everything in the record in the suit.

407 Defendants in cross-bill offer in evidence—

1. Article 1, section # 1167, of the Mississippi code.

Extract of Minutes.

OPELOUSAS, LA., MONDAY, *June 9th*, 1890.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & Co. *vs.* WADE R. YOUNG; Mrs. B. F. YOUNG, Intervenor.	Decree Signed and Filed. See Decree.

408 *Decree.*

U. S. Circuit Court, Western Dist. of Louisiana.

E. NALLE & Co.
vs.
WADE R. YOUNG; Mrs B. F. YOUNG, Intervenor.

This case came on to be heard upon the cross-bill and opposition to the confirmation of the sale and the intervening petition, and, by

stipulation of counsel, was submitted on briefs at the February term at Shreveport and taken under advisement, and, the court being advised and informed in the premises, it is ordered, adjudged, and decreed that the sale of the mortgaged property made by the marshal, in pursuance and execution of the foreclosure decree, be set aside, cancelled, and avoided.

And it is further ordered, adjudged, and decreed that the attempted renunciation by the intervening petitioner, Mrs. Bethia F. Young, of her special mortgage on the property, was and is invalid and of no effect, and that said mortgage be recognized as the first mortgage on the property, superior in rank to the mortgage of the plaintiff, E. Nalle & Co., and entitled to be paid by preference.

And it is further ordered that the plaintiffs, E. Nalle & Co., pay the costs of the sale and of these proceedings.

Done, read, and signed in open court, at Opelousas, this 9th day of Jan., 1890.

ALECK BOARMAN, *Judge.*

409 Endorsed: No. 48. U. S. circuit court, western dist. of La. E. Nalle & Co. *vs.* Wade R. Young. Decree. Filed June 9th, 1890. J. B. Beattie, clerk.

410 *Extract of Minutes.*

SHREVEPORT, LA., TUESDAY, *July 22nd*, 1890.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, dist. judge, presiding.

E. NALLE & Co.
vs.
WADE R. YOUNG; Mrs. B. F. YOUNG, Intervenor. } No. 48.

Petition for order of appeal allowed and filed.

411 *Application and Order of Appeal.*

U. S. Circuit Court, Western Dist. of La.

E. NALLE & Co.
vs.
WADE R. YOUNG, Mrs. B. F. YOUNG. } No. 48.

The above-named complainants and Mrs. Mary Galson (wife of Eustis F. Galson), purchaser of the property in contest, conceiving themselves aggrieved by the final decree, entered on the 9th day of June, 1890, in the above-entitled cause, doth hereby appeal suspensively therefrom to the Supreme Court of the United States, and they pray that this their appeal may be allowed, and that upon the necessary bond, with proper security given, that a transcript of the record, proceedings, & evidence in the cause, duly authenticated, may be sent to said Supreme Court on or before 2nd Monday

of October, 1890. They pray for all necessary orders in the premises & for full & gen'l relief.

BOATNER & LAMKIN,
Solicitors for Complainants.

The foregoing application being considered, it is ordered that the appeal suspension be allowed as prayed for, conditioned upon complainants executing bond with approved security in the sum of five hundred dollars, conditioned according to law, to be returnable into U. S. Supreme Court on or before 2nd Monday of October, 1890.

412 Read & signed in open court on this July 22, 1890.

Endorsed: No 48. U. S. circuit court, western dist. of Louisiana. E. Nalle & Co. *vs.* Wade R. Young; Mrs. B. F. Young, int'or. Application & order of appeal. Filed July 22sd, 1890. J. B. Beattie, clerk.

413 THE UNITED STATES OF AMERICA:

Circuit Court of the United States, Western District of Louisiana.

The President of the United States to Mrs. B. F. Young, of Natchez, Mississippi, Greeting:

You are hereby cited and admonished to appear at a Supreme Court of the United States, to be holden at the city of Washington, D. C., on the 2nd Monday of October, 1890, pursuant to an order of appeal filed in the clerk's office of the circuit court of the United States for the fifth circuit and western district of Louisiana, wherein E. Nalle & Co. are plaintiffs and Wade R. Young and Mrs. B. F. Young are defendants, to show cause, if any there be, why the judgment rendered against the said E. Nalle & Co., as in said order of appeal mentioned, should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, this 6th day of September, in the year of our Lord one thousand eight hundred and ninety.

ALECK BOARMAN, *Judge.*

414 [Endorsed:] 197. United States circuit court, western district of Louisiana. No. 48. E. Nalle & Co. *vs.* Wade R. Young, Mrs. B. F. Young, intervenor. Citation of appeal. Filed Sept. 27th, 1890. J. B. Beattie, clerk.

Marshal's Return.

Received Sept. 19th, 1890.

S. S. MATTHEWS,
U. S. Marshal, So. Dist. of Miss.

Executed personally upon Mrs. B. F. Young by handing her a true copy of this writ in Natchez, Mississippi, on the 20th of September, 1890.

S. S. MATTHEWS,
U. S. Marshal,
By L. B. MOSELEY,
Deputy Marshal, So. Dist. of Miss.

Marshal's Cost-.

Service of writ	2 00
Copy	50
E. & R.	50
100 miles' travel @ 6 cts	6 00
	9 00

Paid.

On this the 12th day of February, A. D. 1891, personally appeared L. B. Moseley, deputy U. S. marshal for the southern district of Mississippi, before me, the subscriber, R. H. Winter, of Mississippi, U. S. commissioner in & for said district, and makes oath that he delivered a true copy of the within citation to Mrs. B. F. Young, intervenors in the case of E. Nalle & Co. *vs.* Wade R. Young—Mrs. B. F. Young, intervenor—No. 48 on the docket of the U. S. circuit court for the western district of Louisiana, by handing same to her in person in the city of Natchez, Miss., on the 20th day of Sept., A. D. 1890.

L. B. MOSELEY.

Sworn to & subscribed before me on this the 12th day of February, A. D. 1891.

R. H. WINTER,
U. S. Commissioner, So. Dist. Miss.

Filed Feb'y 19th, 1891.

J. B. BEATTIE, *Clerk.*

415 THE UNITED STATES OF AMERICA :

Circuit Court of the United States, Western District of Louisiana.

The President of the United States to Mr. Wade R. Young, of Vicksburg, Mississippi, Greeting:

You are hereby cited and admonished to appear at a Supreme Court of the United States, to be holden at the city of Washington, D. C., on the 2nd Monday of October, 1890, pursuant to an order of appeal filed in the clerk's office of the circuit court of the United States for the fifth circuit and the western district of Louisiana, wherein E. Nalle & Co. are plaintiffs and Wade R. Young and Mrs. B. F. Young are defendants, to show cause, if any there be, why the judgment rendered against the said E. Nalle & Co., as in said order of appeal mentioned, should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, this 6th day of September, in the year of our Lord one thousand eight hundred and ninety.

ALECK BOARMAN, *Judge.*

416 [Endorsed:] United States circuit court, western district of Louisiana. No. 48. E. Nalle & Co. *vs.* Wade R. Young; Mrs. B. F. Young, intervenor. Citation of appeal. Filed Sept. 27th, 1890. J. B. Beattie, clerk.

Marshal's Return.

Executed this 15th day of September, 1890, personally by handing Wade R. Young a true copy of the within summons. After diligent search I have failed to find the defendant B. F. Young in my district.

S. S. MATHEWS,
U. S. Marshal,
By D. B. GENASCI,
D'p'ty U. S. Marshal.

Marshal's fee..... $2 50

On this the 14th day of February, A. D. 1891, personally appeared D. B. Genasci, deputy U. S. marshal for the southern district of Mississippi, before me, the subscriber, W. B. Banks, U. S. commissioner in aforesaid district of Mississippi, and makes oath that he delivered a true copy of the within citation to Wade R. Young in person, he being the defendant in the case of E. Nalle & Co. *vs.* Wade R. Young—Mrs. B. F. Young, intervenor—No. 48 on the docket of the U. S. circuit court for the western district of Louisiana, in the city of Vicksburg, Miss., on the 15th day of September, A. D. 1890.

D. B. GENASCI.

Sworn to and subscribed before me on this the 14th day of February, A. D. 1891.

W. B. BANKS,
U. S. Commissioner, So. Dist. Miss.

Filed Feb'y 19th, 1891.

J. B. BEATTIE, *Clerk.*

417 UNITED STATES OF AMERICA:

Circuit Court of the United States, Fifth Circuit and Western District of Louisiana.

CLERK'S OFFICE.

I, J. B. Beattie, clerk of the circuit court of the United States for the fifth circuit and western district of Louisiana, do hereby certify that the foregoing 416 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced, on the trial of the case of E. Nalle & Co. *vs.* Wade R. Young—Mrs. B. F. Young, intervenor—No. 48 of the docket of the said court.

Seal U. S. Circuit Court for the Western Dist. of La.

Witness my hand and the seal of said court, at the city of Shreveport, La., this 26th day of February, A. D. 1891.

J. B. BEATTIE, *Clerk.*

I, Aleck Boarman, United States judge for the western district of Louisiana, do certify that J. B. Beattie, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and western district of Louisiana, was at the time of signing said certificate and is now the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand, at the city of Shreveport, La., in said district, this 26th day of February, A. D. 1891.

ALECK BOARMAN, *Judge.*

418 SHREVEPORT, LA., *February* —, 1891.

Before me, the undersigned authority, personally came and appeared J. B. Beattie, clerk of the United States circuit court, 5th circuit and western district of Louisiana, to me well known as the person he represents himself to be, who, being duly sworn, deposes and says that complainants and appellants (namely, E. Nalle & Co.) in the case of E. Nalle & Co. *vs.* Wade R. Young and Mrs. B. F. Young, intervenor, No. 48 on the docket of the United States circuit court, 5th circuit, western district of Louisiana, duly obtained and perfected their said appeal as required by law; that the delay in making out and forwarding the transcript of appeal to the United States Supreme Court is due to no fault of theirs or of this affiant, but is due and attributable solely to the fact that part of the papers, having been taken from the record in said above entitled and numbered cause, were placed among papers belonging to other records in said court and were not found until about one week ago, though diligent search had been made for said papers by this affiant.

That since the finding of said papers this deponent has
419 completed said transcript as early as it was possible to do so.

J. B. BEATTIE, *Clerk.*

Sworn to and subscribed before me this the 23d day of February, A. D. 1891.

[Seal U. S. Commissioner, Western District La.]

J. B. SLATTERY,
U. S. Commissioner.

Endorsed on cover: Case No. 14,564. W. Louisiana C. C. U. S. No. 119. E. Nalle & Co., appellants, *vs.* Wade R. Young & Mrs. B. F. Young. Filed April 3, 1891.

Office Supreme Court U. S.
FILED,
APR 4 1891
JAMES H. McKENNEY,
CLERK

No 1099

IN THE

Supreme Court of the United States.

E. NALLE & COMPANY, *vs.* WADE R. YOUNG, ET AL.

Appeal from the United States Circuit Court for the Western District of Louisiana.

Motion.

Now come Wade R. Young, and Mrs. B. F. Young, appellees, by Wade R. Young, Solicitor and pro se, and move the Court to dismiss the appeal, because the matter in dispute, exclusive of costs, does not exceed the sum or value of five thousand dollars.

WADE R. YOUNG,
Solicitor, and pro se.

Statement of Facts.

In the year 1877, in the settlement of the Estate of B. F. Young, a transaction was had between the defendant Wade R. Young, his coheir, Mrs. S. J. Metcalf, and his wife Mrs. B. F. Young, by which Mrs. Metcalfe transferred and assigned to Mrs. Young a special mortgage which she held on the interest of Wade R. Young in the St. Peter plantation, for the sum of seven thousand five hundred dollars, as appears from the copies of the mortgage and assignment in the record. Page

In 1881 Mrs. Young brought suit against her husband,

in the Ninth District court for Tensas parish, Louisiana, and obtained judgment for seven thousand five hundred dollars, with a recognition of her special mortgage on the property, as appears from the copy of the judgment in the record. p

In the year 1887 Wade R. Young proposed to borrow from E. Nalle & Co., the sum of one thousand five hundred dollars, to be secured by a mortgage on the same property, and the said firm, instead of accepting the wife's renunciation in the form provided by the statute,(Civil Code Art. 129 and 130) required that the wife, as security for their debt, should consent to renounce her special mortgage in their favor by authorizing the cancellation and erasure of her special mortgage.

This was attempted to be done, as appears from the mandate and note on the margin of the act of mortgage, page , and the special mortgage was executed by Wade R. Young in favor of E. Nalle & Co, and recorded.— p

In 1883 complainant's firm brought an ordinary suit to foreclose this mortgage in the State court. and the defendant answered, and removed the suit to the Circuit Court for the district.

Edward Nalle, of the firm, died pendete iite, and the suit was revived by his children and heirs.

A final decree was rendered November 6th, 1886, finding the amount due on the mortgage to be the sum of one thousand six hundred and thirty-two dollars and sixty cents, with eight per cent. per annum interest from December 1st. 1882, subject to a credit of seventy-four dollars on that day, with five per cent. attorneys' fees. p

The marshal proceeded to sell the mortgaged property in execution of this decree, and on July 30th, 1887, against the protest of the appellees, sold and adjudicated it to Mrs. Mary Gholson, one of the complainants, for the price of two thousand dollars, on a credit of twelve months, and without awaiting the confirmation of the sale, or affording

the defendant an opportunity to file an opposition, accepted a twelve months bond for the price, executed a deed to the purchaser, and attempted to put her into posession of the property.

The defendant then filed an opposition to the confirmation of the sale, and a bill to have the complainants, the purchaser, and the marshal enjoined from disturbing him in the possession and enjoyment of the property, on various grounds, of which the only one material to be stated is that the attempted renunciation by Mrs. Young of her special mortgage in favor of the complainants was void, and that, as the price offered was not sufficient to discharge the special mortgage of Mrs. Young, which had a preference over the mortgage of the complainants, there could be no adjudication. Louisiana Code of Practice, Art. 684.

As the validity and rank of Mrs. Young's mortgage was to be passed on, and as she had the same right to contest the adjudication, she was a proper and necessary party to proceeding, and was allowed to file an intervening petition

The complainants demurred, plead, and answered, attacking the validity of the wife's special mortgage on various grounds, all of which were anterior to the judgment of the State Court, and anterior to their debt and mortgage, and contended that the wife was a resident of Mississippi, and sui juris, at the time of her attempted renunciation.

The Court decided, upon the authority of Articles 129 and 130 of the Civil Code, and the cases of Gasquet vs. Dimitry, 9 Louisiana 592, Succession of Gremillon, 4 Annual 411; Ashford vs. Tibbitte, 11 Annual 167, and Rhea vs. Rhenner, 1 Peters 105, that a substantial compliance with the proviso of the statute was essential to the validity of the renunciation, and that for want of such compliance the attempted renunciation was void.

Decided upon, upon the authority of Article 1993 of the Civil Code, and the cases of Farrell vs. O'Neil, 22 Annual 619; Hanny vs. Maxwell, 24 Annual 49, and the principles

of general jurisprudence, that the correctness of the judgment of the State Court, in favor of the wife against her husband, for the sum of seven thousand five hundred dollars, recognizing and making executory her special mortgage on the property, could not be contested by the complainants, whose claim arose after the judgment.

And decided, upon the authority of Article 684 of the Code of Practice, and the cases of Trudeau vs. McVicar, 1 Annual 428; and Brine vs. Hartford Insurance Company, 6~~9~~ Otto 627, that the statute is a rule of property, obligatory on the Federal Courts, and that, as the price offered did not exceed the special mortgage of Mrs. Young, which had a preference over the mortgage of the complainants, there could be no adjudication, and the sale was null, and overruled the demurrer and plea, and rendered a final decree in favor of the defendant and intervening petitioner.

The complainants and the purchaser have appealed from this decree, and the appellees move the court to dismiss the appeal, because the matter in dispute, exclusive of costs, does not exceed the sum or value of five thousand dollars.

Argument.

It is manifest that the court has no jurisdiction of the controversy between the complainants and the defendant because the matter in dispute is the mortgage debt, of which the principal is $1,558.60, the interest for eight years to December 1st. 1890, will be $997.50, and five per cent. attorneys fees would be $137.80; a total of $2,693.90.

"On bill to obtain decree for sale of land on which mortgage was given to secure a bill for less than $1,000.00, held that the real matter in controversy was the amount of the bill; and though title may be inquired into incidentally, it does not constitute the object of the suit. Farmer's Bank vs. Hoof, 7 Peters 168. It is equally manifest that this Court has no jurisdiction of the controversy between the complainants and the intervening petitioner in regard to the validity and rank of her special mortgage, because

the matter in dispute is the mortgage debt due to the complainants."

"In suit by creditors against an insolvent bank, if A. excepts to allowance of a claim by B. and appeals alone from the judgment allowing it, amount at stake is that portion of the fund payable to B. which A. would receive had claim been disallowed."

Terry vs. Hatch, 93 U. S. 44.

"On appeal by defendants from decree of circuit on creditors bill in which judgments are several, for payment of amounts adjudged to creditors severally, appeal is allowable by those creditors only whose decrees exceed $5,000.00."

Stewart vs. Dunham, 115 U. S. 61. Schwed vs. Smith, 106 U. S. 188. Seaver vs. Bigelows, 5 Wallace 208.

As said by the Court, in the case of Terry vs. Hatch, supra, the matter in dispute between the parties here is that part of the price of the sale payable to the complainants under the decree which would have gone to them if the sale had been confirmed. The price offered was $2,000; and that sum, and no more, would have gone to the complainants if the sale had been confirmed, and as that is the amount at stake it is manifest that the Court has no jurisdiction of the appeal.

In the case of Blossom vs. M. & C. R. R. Co., 1 Wallace 655, this Court decided that a bidder at a foreclosure sale may so far become a party as to be able to appeal, but in this case also the matter in dispute, exclusive of costs, must exceed the sum or value of five thousand dollars.

This court has never been called on to decide in what way the amount in dispute between the bidder and the opponents to the confirmation of the sale is to be determined, nor are there any precedents, so far as the writer knows, but the amount of the bid should be, at least prima facie, the amount in dispute.

Or, as said in Terry vs. Hatch, supra, what would have gone to the purchaser if the sale had been confirmed.

of general jurisprudence, that the correctness of the judgment of the State Court, in favor of the wife against her husband, for the sum of seven thousand five hundred dollars, recognizing and making executory her special mortgage on the property, could not be contested by the complainants, whose claim arose after the judgment.

And decided, upon the authority of Article 684 of the Code of Practice, and the cases of Trudeau vs. McVicar, 1 Annual 428; and Brine vs. Hartford Insurance Company, 66 Otto 627, that the statute is a rule of property, obligatory on the Federal Courts, and that, as the price offered did not exceed the special mortgage of Mrs. Young, which had a preference over the mortgage of the complainants, there could be no adjudication, and the sale was null, and overruled the demurrer and plea, and rendered a final decree in favor of the defendant and intervening petitioner.

The complainants and the purchaser have appealed from this decree, and the appellees move the court to dismiss the appeal, because the matter in dispute, exclusive of costs, does not exceed the sum or value of five thousand dollars.

Argument.

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This court has never been called on to decide in what way the amount in dispute between the bidder and the opponents to the confirmation of the sale is to be determined, nor are there any precedents, so far as the writer knows, but the amount of the bid should be, at least prima facie, the amount in dispute.

Or, as said in Terry vs. Hatch, supra, what would have gone to the purchaser if the sale had been confirmed.

In such case the purchaser would have become the owner of the property, prima facie worth $2,000, encumbered with the lien of the twelve months bond for $2,000, and the amount in dispute would be his right to pay $2,000 for property prima facie worth $2,000.

It does not appear by record, in so far as the writer can recall, that the value of the property exceeded the sum of five thousand dollars at the time of the sale, but if it did so appear the purchaser would have become owner of a property worth $5,000, or more, encumbered with the lien for $2,000, and the amount in dispute would be his right to pay $2,000 for a property worth $5,000, or more, and he would gain or lose by the result of the suit, the difference between $2,000 and the value of the property, whatever that might be. A court of equity will not favor a bidder who contends that a sale to him for the price of $2,000 of a property worth $5,000, or more, should be confirmed, and in such case will set aside the sale for inadequacy of price. Jones on Mortgages. Section 1641.

It is manifest that this Court can have no jurisdiction of the appeal by the purchaser unless it can be shown affirmatively that he would lose more than $5,000 by the affirmance of the judgment, or could gain more than $5,000 by the reversal.

The only theory upon which this Court can have jurisdiction of the appeal is the theory upon which the complainants proceeded in the execution of the decree, and moved to strike from the files the opposition to the confirmation of the sale, the injunction bill, and the intervening petition, the theory that in a foreclosure sale suit in the Circuit Court for the District of Louisiana, the proceedings are to be had, not according to the usages of equity, but according to the practice of the State Courts, and that the acceptance of the bid by the Marshal, and his act of sale to the purchaser, had the effect of an adjudication by the Sheriff, (Code of Practice 694), and transferred to the purchaser a title which could be invalidated

only by a direct suit, in which the matter in dispute would be the property, and the jurisdiction would depend upon its value.

Such a theory is in conflict with the usages of equity, and the repeated decisions of this Court.

Equity rules 8, 9, 90 and 92.

Jones on Mortgages, Sections 1608, 1637 and 1638.

The acceptance of the bid confers no title upon the purchaser. Williamson vs. Berry, 8 Howard 546.

The District Court of Louisiana is bound to proceed in equity causes according to the principles, rules, and usages which belong to the courts of equity, as contradistinguished from courts of common law. Gaines vs. Relf, 15 Peters 9.

Payne vs. Hook, 7 Wallace, 425.

If, however, your honors are disposed, at this late day, to consent to an innovation so radical, because of the disinclination or inability of the practitioners of the state to comprehend the principles, and rules, and usages of equity, and to give to the marshal, in the execution of a foreclosure sale decree, the power to transfer the ownership and possession of the property to the purchaser, it is respectfully submitted, upon the affidavits of the Assessor and Collector of Taxes, filed herewith, who are to be presumed to be the best judges of the value of the property, that on the day of sale it was not worth more than four thousand dollars.

STATE OF LOUISIANA, }
PARISH OF TENSAS. }

Before me the undersigned authority, personally came and appeared William C. Young, who being by me duly sworn, deposes and says: I am, and have been for more than ten years, the Sheriff and Tax Collector for Tensas Parish, Louisiana. I know the St. Peter plantation in this parish, which was mortgaged by Wade R. Young to E. Nalle & Co., in 1882, and sold by the marshal at the suit of E. Nalle & Co. vs. Wade R. Young, on July 30th, 1887, and have known it for thirty years. I own the adjoining plantation, and before the partition lived on and

cultivated the two plantations, which were then one. The St. Peter plantation of Wade R. Young, with the improvements on it, on July 30th, 1887, was not worth more than four thousand dollars, and was encumbered with a lien and privilege for unpaid taxes to the amount of four hundred and nineteen dollars and thirty-four cents, to which E. Nalle & Co. had been subrogated by me as collector.

Sworn to and subscribed before me, September 5th, 1890.

W. C. YOUNG,
Sheriff.

REEVE LEWIS,
Notary Public.

STATE OF LOUISIANA, }
PARISH OF TENSAS. }

Also appeared William C. Michie who, being by me duly sworn, deposes and says: I am, and have been for near ten years, the Assessor of Taxes for Tensas Parish, Louisiana. The St. Peter plantation which was sold by the marshal, at the suit of E. Nalle & Co. vs. Wade R. Young, on July 30th, 1887, with the improvements on it, was not worth more than four thousand dollars at the time of the sale.

Sworn to and subscribed before me September 5th, 1890.

WM. C. MICHIE,
Assessor.

REEVE LEWIS,
Notary Public.

It is respectfully submitted that the appeal should be dismissed.

WADE R. YOUNG,
Solicitor and pro se.

cultivated the two plantations, which were then one. The St. Peter plantation of Wade R. Young, with the improvements on it, on July 30th, 1887, was not worth more than four thousand dollars, and was encumbered with a lien and privilege for unpaid taxes to the amount of four hundred and nineteen dollars and thirty-four cents, to which E. Nalle & Co. had been subrogated by me as collector.

Sworn to and subscribed before me, September 5th, 1890.

W. C. YOUNG,
Sheriff.

REEVE LEWIS,
Notary Public.

STATE OF LOUISIANA,
PARISH OF TENSAS.

Also appeared William C. Michie who, being by me duly sworn, deposes and says: I am, and have been for near ten years, the Assessor of Taxes for Tensas Parish, Louisiana. The St. Peter plantation which was sold by the marshal, at the suit of E. Nalle & Co. vs. Wade R. Young, on July 30th, 1887, with the improvements on it, was not worth more than four thousand dollars at the time of the sale.

Sworn to and subscribed before me September 5th, 1890.

WM. C. MICHIE,
Assessor.

REEVE LEWIS,
Notary Public.

It is respectfully submitted that the appeal should be dismissed.

WADE R. YOUNG,
Solicitor and pro se.